

DECLARATION OF KENNY CRAIG
Pursuant to 28 U.S.C. § 1746

I, Kenny Craig, have personal knowledge of the facts and matters set forth below. If called as a witness, I could and would testify as follows:

1. My name is Kenny Craig. I am over the age of 18 and reside in Lansing, Michigan.
2. Sometime in the fall of 2021, I saw a Facebook ad from a company called Optimize Digital about how I could invest to make passive income through a store on Amazon.com. The videos that were part of the ad were amazing and made it look like all you had to do is provide an initial investment and then you could expect to make six figures to over a million dollars.
3. I talked with Alex Namvari with Optimize Digital to learn more. He told me it was legitimate and showed me projections of what I could earn. He said that I would need to pay \$30,000 for two Amazon stores and then also have access to at least \$7,500 per store (or \$15,000 total) to purchase inventory.
4. Alex told me that I'd need to set up an LLC to make it quicker and easier to get my stores up and running. He also told me that I had to make a monthly payment of either \$199 or 35% of the net profit from my store, whichever was larger, and that I'd need to pay another \$99 each month to a company called Sales.Support for software to run my stores.
5. Alex told me that if I didn't make my initial investment back within 18 months, I could get a full refund.
6. I researched Optimize Digital on the website of the Better Business Bureau and didn't see anything about it. That made me think it was a legitimate company.
7. On November 8, 2021, Alex sent me several emails. The first was a link to a Google doc showing what I could expect to make if I signed up to open a store. Another email linked

to financial projections and videos about what the company did. Alex's email signature states that he is "Lead Sales Advisor" at Optimize Digital LLC. Attached hereto as **Attachment A** is a true and correct copy of the email string.

8. Alex also sent me the contract to sign if I wanted to do this. Attached hereto as **Attachment B** is a true and correct copy of the contract. The last page of the contract states that it is between me and Passive Scaling Inc., and it lists Justin Jeffers and Amanada Peremen by the signature line for Passive Scaling.

9. Section 6 of the contract is called "Non-Disparagement" and states:

During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement, shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true.

10. Section 10 of the contract is called "Refund Policy" and states:

- A. Subject to Paragraph (C) below, during the term of this Agreement, if Consultant's Services result in a Prohibited Action, twice, Client has the option ("Refund Option") to request a refund. Additionally, following an eighteen(18) month period if the Client has not made back their initial stores (*sic*) costs, Client has the option to request a refund within a thirty (30) day period following their 18th month of working days. To exercise the Refund Option, Client must notify Consultant of that election in writing. In that event, subject to Paragraph (C), Consultant will refund a portion of the Fee, as defined in Paragraph (B) below (the "Refund Amount").
- B. The Refund Amount shall be calculated by the following formula: (x) the Fee (\$30,000) less (y) any Net Profit and Cash Back Client received during the Refund Period, and less (z) any Net Profit and Cash Back Client received through the Cure Stores; provided, however, that (1) Client has not engaged in any act that interferes with the operation of Client's Stores or of Consultant's Services or which would be in breach of this Agreement, including, without limitation, a Suspension of Client's Stores for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises

the Refund Option. The Parties further agree that under no circumstance shall the Refund Amount exceed the Fee of (\$30,000).

- C. Client's right to exercise the Refund Option for reason of Prohibited Action under Paragraph (A) is expressly conditioned on Consultant first managing one replacement store per store resulting in a Prohibited Action (the "Cure Stores") for Client, and the Cure Stores also resulting in a Prohibited Action.

11. I was puzzled that the contract was with Passive Scaling, a name I hadn't heard of before I received the contract. (I thought I would be signing up with Optimize Digital.) So I asked Alex why the contract was with a different company, and he explained that Passive Scaling hired Optimize Digital to recruit for Passive Scaling.
12. I decided that I would purchase two Amazon stores.
13. I felt safe signing the contract knowing that I'd be able to get my \$30,000 back if my stores hadn't made that much back for me after 18 months. That's what Alex had told me, and that's what the contract said. I believed him. To be sure I was making a good decision, I had a friend who's an attorney look at the contract.
14. I decided to sign the contract. Attached hereto as **Attachment C** is a true and correct copy of a printout showing I signed the contract on November 12, 2021.
15. On November 13, 2021, Alex emailed me the wire information to pay for my two stores. I was supposed to wire money to an account in the name of "Passive Scaling INC" and then email a receipt of the payment to both payment@passivescaling.com and payments@optimizedigital.com. Attached hereto as **Attachment D** is a true and correct copy of this email.
16. I took out my life savings. I paid Passive Scaling \$30,298 by wire transfer on November 15, 2021, to set up two Amazon stores. I also opened up two bank accounts—one for each store—and put \$7,500 in each for start-up inventory, bringing the total amount I

invested to over \$45,000. Each account had a debit card, and I had to give Passive Scaling the number and other information about the card so that it could purchase inventory for my stores.

17. I never received any document from Optimize Digital or Passive Scaling with any information substantiating the earning and profit claims I'd seen in ads or heard from Alex before signing the contract. I also never received a document from Optimize Digital or Passive Scaling telling me whether the company had been subject to a legal action in the previous 10 years or giving me a list of people who had purchased their services in the past three years.
18. On December 13, 2021, I received an email from Alex advertising "a done-for-you and automated affiliate marketing opportunity with a contractual performance guarantee of 115% return on investment within 12 months." Attached hereto as **Attachment E** is a true and correct copy of this email. I ignored the email because I had already purchased my two stores.
19. The next day, I received another email from Alex offering "an automated and done-for-you Amazon store at a discount of \$10,000 (total price of \$20,000)!" Attached hereto as **Attachment F** is a true and correct copy of this email. I also ignored this email.
20. Passive Scaling set up my stores and had access to my Amazon sellers account to run them. Each month they would ask me how much I wanted to spend on inventory for the store, and they would purchase products using the money that was in the bank account I set up for the store. Sometimes I would re-invest all the money the store had brought in the previous month in new inventory trying to grow the store.

21. Passive Scaling was not operating my store in the way I believed it would when I signed the contract. I started getting concerned around the fall of 2022, a little less than a year after I signed the contract. Even though I'd invested all this money like Passive Scaling had told me, my stores weren't doing well—I wasn't even breaking even, much less making a profit. And Passive Scaling kept switching who was the manager of my stores. When I would ask questions, they'd brush me off.
22. Passive Scaling kept switching the person who was supposed to be the account manager for my stores. I believe my first account manager was Mariel Mara. Attached hereto as **Attachment G** is a true and correct copy of an email I received from her on March 17, 2022. Her email signature said she was an "Account Manager" with "Passive Scaling" and "Hourly Relief."
23. My account manager changed in September 2022. On September 7, 2022, I got an email from Abegail Albener at the email address abegail@hourlyrelief.com. Her email signature said that she was a "Virtual Assistant" and "Amazon Specialist" at Hourlyrelief. The email said that she was "managing all the data entry for your Amazon store" and asked what the updated budget for my store was. Attached hereto as **Attachment H** is a true and correct copy of this email.
24. A week later, my account manager changed again. I received an email with the same message, but it came from Glydel Lyn Migue at the email address glydel@hourlyrelief.com. Her email signature said that she was a "Virtual Assistant" and "Amazon Specialist" at Hourlyrelief. Like the email I received from Abegail, it said that she was managing data entry for my Amazon store and asked what my updated budget

was. I told her I had \$2,000 to spend on inventory. Attached hereto as **Attachment I** is a true and correct copy of this email.

25. At some point I was also told to talk with someone named Michael at Passive Scaling, but I'm not sure what his role was or whether he was an account manager on my stores at any point.

26. Passive Scaling was also not managing my stores properly. For example, in January 2023, Kehe, a company that does drop-shipping—the actual mailing of products that people buy on an Amazon store—double-charged my account for inventory, which caused an overdraft. When I reached out to Passive Scaling to figure out what was going on, I received several non-responsive replies from Glydel. I even asked Glydel if she could give me a working phone number, since I'd tried calling her at the one listed in her email signature, but it didn't work. But she wrote back to tell me to schedule a meeting with Michael, and the non-working phone number was still in her email signature. On February 3, 2023, Glydel wrote that the refund for the overcharge was "in process." Attached hereto as **Attachment J** is a true and correct copy of this email exchange. I eventually received a refund for the overage but not for the bank fee the mistake had caused.

27. I also received emails from Amazon when there were issues with my store. Even though Passive Scaling told me that they would take care of everything necessary to run the store, I frequently got emails from Amazon telling me about issues with my store that made it less likely for me to make money. Attached hereto as **Attachment K** are examples of emails from Amazon notifying me about issues with my store. I received

emails like these almost monthly, and every time I did, I would forward it to my account manager.

28. On April 28, 2023, Vince J. from Passive Scaling texted me to say that he was my new account manager. I repeatedly asked Vince why my store wasn't performing, but he ducked my questions. What's more, he kept asking me for more money to purchase inventory, even though what I'd already paid for wasn't selling. Attached hereto as **Attachment L** is a true and correct copy of my text exchange with Vince.

29. By the time the 18 months of my contract had passed, I was tired of Passive Scaling's excuses and decided the best thing to do would be to exercise the refund option in my contract.

30. On May 1, 2023, Jerdonna from Passive Scaling invited me to a Google chat after I had talked to her on the phone about getting a refund. After she sent me the chat invitation, she never showed up. Attached hereto as **Attachment M** is a true and correct copy of the email I received.

31. On May 23, 2023, I emailed Alex, asking him to call me. Attached hereto as **Attachment N** is a true and correct copy of that email. I never received an email or phone call back.

32. At the end of May 2023, I wrote a letter to Passive Scaling requesting a refund under the contract I signed with them in November 2021. Attached hereto as **Attachment O** is a true and correct copy of the letter. I sent the letter twice to Passive Scaling via registered mail at the address I had for the company, but it was returned both times.

33. I ended up having to email and text the letter to Passive Scaling.

34. On June 1, 2023, I used InMail, the messaging app on the networking website LinkedIn, to message Asante Mondajemi, Justin Jeffers, Khalid Doaifi, Maricel Ugarte, and Noor

Abuzaid to ask what happened to Optimize Digital and its website, and why no one from the company was returning my calls. I messaged these people because either their LinkedIn profiles stated that they worked at Optimize Digital or they had posted Optimize Digital videos on LinkedIn. Attached hereto as **Attachment P** is a true and correct copy of these messages. I did not receive a response from anyone.

35. On June 2, 2023, I texted Jerdonna to ask her what was going on with Optimize Digital and Passive Scaling. I sent her screenshots of the letter I had tried to send Passive Scaling by mail. She sent me a link for a video call but never showed. Later she repeatedly said that she would call or meet with me but didn't follow through. Attached hereto as **Attachment Q** is a true and correct copy of the text exchange.

36. I was supposed to talk to Jerdonna at 3:30 p.m. on June 26, 2023, but she never showed, despite telling me that she was "tied up on a call and will join in a minute." Attached hereto as **Attachment R** is a true and correct copy of the meeting invitation and subsequent emails.

37. In July 2023, I filed a complaint about Passive Scaling with the New Jersey Better Business Bureau. Passive Scaling never responded.

38. Vince emailed me on July 10, 2023, to say that my store was being paused because I had supposedly requested that. The email says to contact Kycheree at kycheree@hourlyrelief.com or Abegail at abegail@hourlyrelief.com if I have questions. I wrote back to tell Vince that I hadn't asked for my store to be paused; reminded him that he never responded to the chats I sent him on June 27, June 30, and July 9; and mentioned that Jerdonna hadn't returned my calls, either. Vince wrote that he hadn't

responded because he was just in the hospital. Attached hereto as **Attachment S** is a true and correct copy of the email thread.

39. On August 25, 2023, Jerdonna sent me an email acknowledging that Passive Scaling had received the refund request I provided in June. She told me that the company had “initiated an investigation process” and asked me to provide a signed copy of my contract with the company. I didn’t understand why they needed this, since it should’ve been on file with them, but Passive Scaling’s “Client Support Team” later wrote to tell me that they couldn’t do anything about my refund until I’d provided the signed contract. I was still confused and asked them to forward the signed contract to me. Attached hereto as **Attachment T** is a true and correct copy of the email.

40. Even though I had requested a refund in May 2023 of what I had paid Passive Scaling and I wanted to stop working with them, they kept charging me \$99 a month for the Sales.Support software through at least August 2023.

41. I closed one store sometime in the fall of 2023 and the other in December 2023.

42. In June 2023, I represented myself to bring a lawsuit in the Superior Court of New Jersey against Passive Scaling to recover what I had invested in Passive Scaling.

43. I filed for a default judgment against Passive Scaling on August 22, 2023. Attached hereto as **Attachment U** is a true and correct copy of the certification of proof I filed with the court.

44. On September 15, 2023, the court granted a default judgment in my case and issued an order against Passive Scaling requiring it to pay me \$30,000. Attached hereto as **Attachment V** is a true and correct copy of the judgment.

45. On September 28, 2023, the court issued a writ of execution to levy Passive Scaling's bank account. Attached hereto as **Attachment W** is a true and correct copy of the writ of execution. When I went to have the writ executed, the sheriff's office said the bank account had been closed on October 13, 2023.
46. I ended up hiring a private investigator to try to figure out where Passive Scaling's bank accounts were so the writ I had could be executed and I could get my money back. I learned that Passive Scaling didn't appear to be in business any longer. I did some digging myself and found out that Bratislav Rozenfeld, the owner of Passive Scaling, had recently created a new New Jersey business called The FBA Machine. When I looked on the internet, I saw that FBA Machine's website was almost identical to Passive Scaling's. FBA Machine was also offering the same "services" using the same videos and language that Passive Scaling did.
47. I decided to set up a call with FBA Machine to see if I could locate the bank account where they wanted customers to send money. Shortly after speaking with someone named Wes Waring at FBA Machine, I got an email with the company's bank information. Attached hereto as **Attachment X** is a true and correct copy of the email.
48. On December 7, 2023, I filed a motion with the court to amend the judgment I obtained against Passive Scaling to include FBA Machine. Attached hereto as **Attachment Y** is a true and correct copy of the motion papers.
49. The court held a hearing on January 5, 2024, but it denied my motion. Attached hereto as **Attachment Z** is a true and correct copy of the January 5 order.
50. I decided to re-file the motion. Attached hereto as **Attachment AA** is a true and correct copy of the motion papers.

51. The court held another hearing on March 5, 2024. On March 8, the court denied my motion. Attached hereto as **Attachment BB** is a true and correct copy of the March 8 order.
52. Overall, my store only brought in about \$6,000 in profit, much less than the \$30,000 I paid Passive Scaling and the thousands of additional dollars I spent on inventory. I took out my life savings because I thought this was a solid investment. Now I'm struggling to pay my bills and have a lot of mental anguish associated with what Passive Scaling did to me. I also don't have the money to put a down payment on a house because I believed what Optimize Digital and Passive Scaling told me about being able to earn a significant amount of passive income.
53. I think Passive Scaling and its successor, FBA Machine, are scams. The companies need to be held to account for what they did to me and others like me who believed what they said and ended up out thousands and thousands of dollars.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: March 20, 2024
Lansing, Michigan


Kenny Craig

Re: Amazon Automation Projections

From: Alex Namvari (alex@optimyzedigital.com)

To: [REDACTED]

Date: Monday, November 8, 2021 at 05:52 PM EST

Pleasure speaking with you and learning more about yourself!

Here's a video of our team taking you through the backend of our **Los Angeles warehouse** displaying the operations (there are 6 other warehouses at this moment and time):

<https://youtu.be/TN-1PuO7mUo>

Amazon backend store video (one of the best-performing clients that generated **\$5.7 Million** in revenue in the past 2 years; that's me in the video too!):

<https://www.loom.com/share/a0db0322e492401e93f2559cc9094aba>

Here's a link to an **informational slide deck** with some financial projections spreadsheets on slide 7 and backend videos of our stores on slide 9: <https://my.visme.co/view/01yy7qg0-og6lx96q7o6dl9wp#s1>

Dynamic Financial Projections spreadsheet link (aggregated data based upon our current clientele of 500 with the inclusion of variables: working capital, starting period, bundle type, management profit percentage):

<https://docs.google.com/spreadsheets/d/1KilQbOJKbjWEkZvVR9vN9i3SQbQXIBaWArBM9SAU5GI/edit#gid=985833121>

Here are two links to recordings of our live testimonial webinar where our client's discussed their experience with their Walmart store:

Testimonial #1:

https://drive.google.com/file/d/1d_US1-Do2puZab_7iZnprU_Ez_iRi4j9/view

Testimonial #2:

https://zoom.us/rec/share/UEISFGVScoqXCuciNwR5omjzks5YOXtej1Zko_L84G77rRhrWezAl4sMwuJafv.wi8JMtiMML2bUDCn

Walmart backend store video:

<https://www.loom.com/share/bf5bc54306ae414aab66ae1bf9c11cf6>

Don't hesitate to reach out with any questions along the way @ [REDACTED].

Kind regards,

Alexander Namvari

Lead Sales Advisor

Optimize Digital LLC



alex@optimize.digital.comwww.optimize.digital.com3349 Michelson Dr. Suite 200
Irvine, CA 92612

On Mon, Nov 8, 2021 at 2:43 PM Alex Namvari <alex@optimize.digital.com> wrote:

<https://docs.google.com/spreadsheets/d/1JfztvFUnsJHpn0kyGPpd8DX4xFHWQCWQsmqx235Kmg/e/dit#gid=985833121>

Kind regards,

Alexander Namvari

Lead Sales Advisor

Optimize Digital LLC



alex@optimize.digital.comwww.optimize.digital.com3349 Michelson Dr. Suite 200
Irvine, CA 92612



Delivering on Your eCommerce Objectives

Project Proposal
Amazon Automation

Delivered on
November 08, 2021

Client
Kenny Craig

Company
PASSIVE SCALING INC

Pricing Breakdown

Description	Price	Quantity	Total Price
Initial Consulting Fee	\$30,000	1	\$30,000
<i>*Store Infrastructure Fee*</i> - this goes directly towards warehousing expenses, full time employees & benefits, consulting expertise, store build, product procurement & selection, wholesale vendor outreach, & store customer service & management			
Management Fee - \$199 or 35%	\$199	Monthly	\$199
Minimum management fee of \$199 per month or thirty five percent (35%) of net profit - this fee begins the following month after fulfillment of initial payment.			
Software Fee	\$99	Monthly	\$99
Fee paid directly to software provider			
Minimum Working Capital - \$15,000	\$15,000	0	\$0
This is the minimum requirement of available credit or capital to cover inventory & wholesale price of products. Amazon pays every two weeks, and this money covers orders until scheduled store payouts from sales during each period.			
Recommended credit available for expedited scaling process is \$30,000 +			
TOTAL			\$30,298

E-COMMERCE CONSULTING AGREEMENT

This E-Commerce Consulting Agreement ("Agreement"), is dated as of November 08, 2021 by and between PASSIVE SCALING INC, a New Jersey Corporation company, whose address is 78 John Miller Way, Suite 227 Kearny, NJ 07032 (hereinafter "Consultant"), and Kenny Craig, (hereinafter "Client").

WHEREAS, Client desires to engage Consultant's services, as an independent contractor, upon the terms and conditions herein set forth; and

WHEREAS, Consultant desires to render consulting services to Client upon the terms and conditions herein set forth;

NOW, THEREFORE, Consultant and Client (together, the "Parties"), for \$30,000.00 and other good and valuable consideration, the receipt and sufficiency are hereby mutually acknowledged, agree to the following terms and conditions whereby Consultant shall consult Client in connection with two (2) e-commerce stores on the Amazon platform, (including one (1) sub-account) (the "Stores"):

1. **CONSULTANT'S SERVICES - Consultant agrees to perform the following services ("Services"):**
 - A. Maintain Client's Stores, including configuring the Amazon storefronts and configuring the front and back end systems necessary to manage the Stores.
 - B. Review, research, source, select, and list products for the Client's Stores.
 - C. Respond to customers' phone and email inquiries in support of Client's Stores and shall exercise good faith efforts to resolve customer inquiries, handle product returns, and manage billing matters.
 - D. Maintain oversight of Client's Stores and its financial performance; however, Consultant shall have no obligation to, and does not intend to, provide financial advice to Client concerning the operation of Client's Stores (Client shall confer with its professional financial advisors concerning all financial inquiries.)


2024-03-12 14:08:00

2. CLIENT RESPONSIBILITIES -

- A. Client understands there is a period that will delay the commencement and commercial operations of the Stores, including, without limitation, a 1 to 4 month configuration period (and perhaps longer, depending on the circumstances specific to each proposed Stores) where Client must complete certain obligations. Until Client satisfies all contractual and legal requirements for the creation and operation of Client's Stores, Consultant cannot commence providing the Services as set forth in Section 1 of this Agreement.
- B. Within the first eight (8) months of this Agreement, Client will use best efforts to obtain, and maintain for the duration of this Agreement, a credit card or total credit limit issued through a United States federally insured banking institution with a minimum credit limit of thirty thousand (\$30,000.00) dollars USD. In no event shall Consultant be responsible for payment of any kind and any other obligation under Client's credit cards, all of which credit card obligations shall be solely that of Client. Furthermore, unless Consultant provides written consent: (i) at no time shall Client Pause its Stores, allow for a Suspension, or place its Amazon account or Stores in Vacation Mode, such terms being defined or referenced on the Amazon website or in other written materials made available to Client; and (ii) Client shall not allow its Stores to remain shut down for more than ninety (90) days during the term of this Agreement.
- C. Within thirty (30) days from the commencement of this Agreement, Client shall provide Consultant with only necessary information for the purpose of Consultant carrying out its obligations under this Agreement. Client shall use its best efforts to assist Consultant in obtaining all information deemed necessary by Consultant to implement Consultant's Services.

3. COMPENSATION -

- A. In consideration for this Agreement, Client shall pay Consultant a one-time consulting fee of thirty thousand dollars (\$30,000.00) USD (the "Fee"), via wire transfer or ACH to Consultant's bank account within 72 hours of execution of this Agreement. Except as expressly permitted under Section 10, the Fee is non-refundable.



2024-03-02 14:05:00 (UTC)

- B. Client shall also thereafter, beginning in the month following the month in which the Fee is paid, pay Consultant one hundred ninety nine (\$199.00) USD per month (the "Maintenance Fee"), or thirty five percent (35%) of the Net Profit from Client's Stores per month (the "Ongoing Commission"), whichever is greater plus an additional ninety nine dollars (\$99) software fee paid directly to the software provider. Client shall not be responsible for payment of the Ongoing Commission or the Maintenance Fee if, other than due to breach of this Agreement by Client, there is no activity in Client's Stores for said month (or a portion thereof, where such portion exceeds 15 days).
- C. Consultant shall invoice Client monthly, and Client has seventy-two (72) hours to remit payment.

4. TERM -

This Agreement shall commence on the last date of execution by both parties and shall continue in effect for a period of eighteen (18) months (the "Initial Term") thereafter. Upon completion of the Initial Term, the Agreement shall automatically extend on a month-to-month basis (the "Option Term") until written notice is provided by either party, to the other party, in accordance with Section 5.

5. TERMINATION -

Client may terminate this Agreement at any time by providing written notice to Consultant. Consultant may terminate this Agreement, at any time, for cause, with fourteen (14) days written notice to Client. Consultant may terminate the Option Term, without cause, at any time. For this Section, "cause" shall include, but not be limited to: (1) any act or omission by Client, which interferes with the operation of the Stores or Consultant's ability to render Services, in Consultant's sole discretion; or (2) Client's breach or threatened breach of any term in this Agreement. If Client breaches any term under this Agreement, independent of any actions Amazon may take from time to time, Consultant may Pause Client's Stores, which, Consultant may only reactivate, in Consultant's sole discretion.

[Handwritten signature]
2024-03-12 10:50:49 (PT)

6. NON-DISPARAGEMENT –

During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement, shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true.

7. SALES / USE TAX –

Consultant does not provide tax reporting or tax management services of any kind. Client is responsible for determining if Client is responsible for collecting and remitting sales or use tax under any applicable state or local law, regulation, or ordinance.

8. INTELLECTUAL PROPERTY –

Client understands that Client's Stores is a service hosted on the Amazon platform and not a distinct or severable product or service that can be ported, removed or installed in or on a different place or platform. Accordingly, Consultant does not hold itself out to have any rights, endorsements, relations, or affiliation with Amazon, or any of Amazon's copyright, trademark, trade dress, trade secret, or any other intellectual property right that Amazon may hold (the "Intellectual Property Rights"). Further, Consultant cannot, and does not, grant or convey to Client any Intellectual Property Rights, whatsoever, in Client's Stores, or Amazon, and Consultant holds no legal or equitable rights in Client's Stores.


2025-03-02 10:00:00 AM

9. **RESTRICTED ACTIVITIES –**

Client acknowledges that during the Term of this Agreement Client will have access to Consultant's Confidential Information which, if disclosed, could assist in competition against Consultant by third parties. Client recognizes the highly competitive nature of Consultant's business, services, and its trade secrets, and that Consultant conducts its business electronically, through e-commerce, and throughout the United States. Therefore, Client agrees that the following restrictions on Client's activities are necessary to protect the good will, Confidential Information, and other legitimate business interests of Consultant, which restrictions are fair and supported by adequate consideration: shareholders, employees, Non-Competition, agents, the Term members of the Agreement:

- A. **Non-Solicitation.** During the Restricted Period, Client agrees that it will not, directly, or indirectly through another Person: (i) induce or attempt to induce any employee or contractor of Consultant to leave the employ or contract of Consultant, or in any way interfere with the relationship between Consultant and any of its employees or contractors, or (ii) induce or attempt to induce any customer, supplier, client, distributor, vendor, licensee, or other business relation of Consultant to cease doing business with Consultant, or in any way interfere with Consultant's relationship with any such party.
- B. **Non-Disclosure.** The Parties agree not to use, reveal, make available, nor disclose, whether directly or indirectly, to any third party any Confidential Information for any purpose except as approved in writing by Consultant. Further, the Parties shall (a) not assist nor enable anyone to access or use any of Confidential Information; and (b) not use nor exploit any of the Confidential Information for any purpose whatsoever except in accordance with the terms of this Agreement. For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as "Disclosing Party," and the Party receiving the Confidential Information shall be referred to as "Receiving Party".
- C. **Notwithstanding the foregoing.** Receiving Party will: 1) promptly notify the Disclosing Party, to the extent legally permissible, if Receiving Party becomes required by court order to disclose any Confidential Information; 2) cooperate with Disclosing Party if Disclosing Party decides to oppose or to seek to restrain such disclosure; and 3) subject to the foregoing, only disclose that information which its counsel advises it is legally compelled to disclose.

[Handwritten signature]

0000-00-00 000000 0000

- D. **If at Disclosing Party's request**, Receiving Party is unable to obtain a protective order or other injunctive relief above with respect to the Confidential Information referred to therein and Receiving Party is thereafter required by court order to disclose such Confidential Information, Receiving Party may disclose only such Confidential Information as is expressly required by the court order.
- E. **Maintenance of Confidential Information.** The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Disclosing Party's Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own confidential information. Receiving Party shall also immediately notify Disclosing Party, in writing, of any unauthorized use or disclosure of the Confidential Information.
- F. **Confidentiality Term:** Regardless of any termination of this Agreement, the parties expressly acknowledge and agree that their respective rights and obligation under this Section 9 shall last for a period of five (5) years following the expiration of this Agreement or permissible termination of this Agreement; provided, however, that Client's duties of confidentiality thereunder with respect to Consultant's trade secrets shall survive such expiration and such duties of confidentiality shall continue and not expire so long as such Confidential Information is deemed a trade secret as a matter of law.
- G. **In signing this Agreement.** Client acknowledges that he/she/it has carefully read, consulted with legal counsel, and considered all the terms and conditions of this Agreement, including the restraints imposed on Client, throughout the United States, under this Section 9. Client agrees that all such restraints are necessary for the reasonable and proper protection of Consultant, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area (i.e., throughout the United States). Client further acknowledges that, were Client to breach any of the covenants contained in this Section 9, however caused, the damage to the Consultant would be irreparable. Client therefore agrees that Consultant, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any such breach or threatened breach, without having to post bond, together with reasonable attorneys' fees incurred in enforcing Consultant's rights hereunder.

[Handwritten signature]

000783 EXHIBIT 0012

10. REFUND POLICY –

- A. Subject to Paragraph (C) below, during the Term of this Agreement, if Consultant's Services result in a Prohibited Action, twice, Client has the option ("Refund Option") to request a refund. Additionally, following an eighteen(18) month period if the Client has not made back their initial stores costs, Client has the option to request a refund within a thirty (30) day period following their 18th month of working days. To exercise the Refund Option, Client must notify Consultant of that election in writing. In that event, subject to Paragraph (C), Consultant will refund a portion of the Fee, as defined in Paragraph (B) below (the "Refund Amount").
- B. The Refund Amount shall be calculated by the following formula: (x) the Fee (\$30,000.00) less (y) any Net Profit and Cash Back Client received during the Refund Period, and less (z) any Net Profit and Cash Back Client received through the Cure Stores; provided, however, that (1) Client has not engaged in any act that interferes with the operation of Client's Stores or of Consultant's Services or which would be in breach of this Agreement, including, without limitation, a Suspension of Client's Stores for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises the Refund Option. The Parties further agree that under no circumstance shall the Refund Amount exceed the Fee of (\$30,000.00).
- C. Client's right to exercise the Refund Option for reason of Prohibited Action under Paragraph (A) is expressly conditioned on Consultant first managing one replacement store per store resulting in a Prohibited Action (the "Cure Stores") for Client, and the Cure Stores also resulting in a Prohibited Action.

[Handwritten signature]

11. LIMITATION OF LIABILITY -

A. UNDER NO CIRCUMSTANCES WILL CONSULTANT, OR ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, HOWSOEVER OR WHENEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER OR NOT IT HAS OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT LIMIT CLIENT'S RIGHTS TO FILE SUIT AGAINST A THIRD PARTY OR PRODUCT VENDOR FOR ANY OF THE ABOVE LISTED CAUSES OF ACTION OR ANY OTHER CAUSE OF ACTION RELATED THERETO. SPECIFICALLY, CONSULTANT HEREBY COVENANTS THAT IT SHALL NOT TAKE ANY ACTION WHICH IS LIKELY TO CAUSE WAIVER OF ANY OF CLIENT'S RIGHTS WITH RESPECT TO THIRD-PARTY LIABILITY WITHOUT CLIENT'S PRIOR WRITTEN APPROVAL.

12. DISCLAIMERS AND RELEASE -

A. CONSULTANT'S SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. CLIENT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING CONSULTANT'S SERVICES MADE BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTY SERVICE PROVIDERS. CLIENT AGREES THAT CONSULTANT SHALL BEAR NO RISK WHATSOEVER AS TO THE SALE OF PRODUCTS OR SERVICES. CONSULTANT SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR TITLE WITH RESPECT TO CONSULTANT'S SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT.

[Handwritten signature]

2023-03-02 14:03:48 PST

- B. **Without limiting the foregoing**, Consultant makes no representations or warranties as to: (1) the accuracy, the reliability, or the completeness, of any matter within the scope of this Agreement, including but not limited to the Stores, the products therein, or the data, information, content, software, technology, graphics, or communications provided on or through the Stores; (2) the satisfaction of any regulation (government or otherwise) requiring disclosure of information on the products provided through or in connection with the Stores or the approval or compliance of the Stores or any software or information and content contained in the Stores; or (3) that the Stores will satisfy Client's economic needs and requirements or reach any particular level of sales, income, or net profits.

(KC
2023-01-02 15:08:46 (PDT)

C. **Business Risk** – Client hereby understands that the creation and potential growth of the Client's Stores carries financial and other risks. Client hereby understands that e-commerce is an ever-changing industry that is subject to numerous business risks, including but not limited to: (i) a changing legal environment in which regulations can emerge or change that affects the commercial sale of products through Amazon via Client's Stores; (ii) economic changes that affect consumer spending, the emergence of recessions due to economic and other issues (including public health issues) and the like; (iii) changes in the popular appeal of and demand for different types of Amazon products; (iv) changes in Amazon's terms and conditions, which can materially affect or even interfere with the marketability of Client's Stores or its products; (v) changes in international politics or economies, which may affect, among other things, the ability to package, distribute and ship Amazon products, and the costs thereof; (vi) market forces, including increased and changing levels of competition for any given product from other sellers of such product; (vii) unforeseen events, force majeure, public health concerns, and other external events that could affect the performance of any Amazon Stores. Client hereby understands that there are no guarantees made by Consultant or otherwise as to the Stores sales, income, or profitability at any time, and acknowledges that Client is at risk of a total loss of his, her or its investment. Client acknowledges the substantial risks generally involved with an e-commerce business. Client recognizes that there is a possibility that subsequent to the execution of this Agreement, Client may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Client at that time may have materially affected Client's decision to execute this Agreement. By operation of this Agreement, and in particular the disclaimers of Consultant contained in the preceding subsections, Client assumes any and all risks of such unknown facts and such unknown and unsuspected claims and expressly releases Consultant for any liability which Consultant could have had in connection therewith in the absence of the release herein provided by Client to Consultant. Consultant encourages Client to only invest funds that Client can afford to invest in an illiquid basis over a longer term and perhaps ultimately lose, and to consult Client's legal and/or business advisors prior to investing in the Stores.

(KC
2024-03-12 10:00AM (PST)

- D. **Amazon Terms and Conditions** - Client hereby understands that Amazon, from time to time, with or without cause, can and does suspend accounts for various reasons, some of which may not be obvious or justified in Client's view. In the event Client's Stores is suspended, Company will assist in sending an appeal on behalf of the Client and working with Amazon to remedy the situation at no extra cost. Consultant makes no representations or warranties of any kind, however, that Amazon will in such cases return Client's Stores to active status. Furthermore, Client agrees and understands that Consultant makes no guarantees or representations regarding the Stores in relation to any Amazon policy, whether currently in effect or as may be amended by Amazon from time to time. Client understands that Consultant has no control over or input in when and whether Amazon elects to change any of its policies. However, the Services provided by Consultant to Client pursuant to this Agreement shall where practical be consistent with Amazon's current policies. In the event in which Client's store is suspended beyond a 30 day period, and no revenue is earned during this period, the "Maintenance Fee" of one hundred ninety nine (\$199.00) USD per month or 35% of net profits will be waived.

13. **GENERAL PROVISIONS -**

- A. **Non-exclusivity** - Each party is free to contract with others with respect to the subject matter of this Agreement subject to the limitations as to Client under Section 6 and Section 9 of this Agreement.
- B. **Relationship of the Parties** - Nothing herein contained shall constitute a partnership or a joint venture between the Parties. Consultant is performing its services to Client as an independent contractor and not as Client's agent or employee. There is no third-party beneficiary to this Agreement.
- C. **Notices** - All notices to either party shall be sent electronically to the email address(es) provided by each Party to the other and as otherwise set forth below. All notices to Consultant shall be sent to info@passivescaling.com. If to Client, notice shall be sent electronically to [REDACTED]. Alternatively, such written notice will also be deemed given upon personal delivery, or on receipt or refusal if sent by U.S. first class certified or registered mail, postage prepaid, return receipt requested, or by a recognized private delivery service, to the addresses stated on Page 1 of this Agreement.

[Signature]

PDF-01-18 15:04:04 0721

- D. **Severability, Headings** - If any provision is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. In such event, the Parties hereby acknowledge their intent to make such invalidated provision, or part of such provision, as to be deemed replaced with a valid provision or part of provision that most closely approximates and gives effect to the intent of the invalid provision. Any such modification shall revise the existing invalid provision, or part thereof, only as much as necessary to make the invalidly-held provision otherwise valid. Headings are used for convenience of reference only, and in no way define, limit, construe or describe the scope or extent of any section of this Agreement.
- E. **Dispute Resolution** - Except where otherwise expressly set forth in this Agreement, any dispute or claim arising out of or relating to this Agreement shall only be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by this Agreement, which shall take place in Hudson County, New Jersey. Any arbitration proceeding, determination, or award, shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses of such arbitration proceeding will be divided equally between the parties, though each Party will bear its own expense of counsel, experts, witnesses and preparation and presentation of evidence at the arbitration (except where attorneys' fees and costs shall be awarded pursuant to Section 13.(L)). IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES FOREVER AND WITHOUT EXCEPTION WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement may be brought by either Party more than one (1) year after the cause of action arose.
- F. **Amendment** - This Agreement cannot be amended except in writing and signed by both Parties.
- G. **Electronic Signatures** - This Agreement may be executed by electronic means and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.



00000000000000000000

- H. **Injunctive Relief** - In the event of a breach or threatened breach of Section 6 or Section 9, the aggrieved party shall immediately be entitled to pursue in any court of competent jurisdiction specific performance, injunctive relief, damages, or such other remedies and relief as may be available, regardless of any contrary provision of this Agreement. Additionally, due to the difficulty of measuring damages in the event of a breach of this Agreement by Client, the parties agree that, in the event of a breach of either Section 6 or Section 9 by Client, Section 10 will be voided, disabling Client from the refund option of this contract. The Parties further agree that (i) any liquidated damage to be requested by Consultant is an arms-length negotiated amount under the circumstances, and (ii) this Section shall not be construed as a waiver of prohibition of any other remedies of Consultant in the event of a breach of this Agreement by Client.
- I. **Independent Counsel** - The Parties acknowledge that each has been advised to seek, and each has had sufficient opportunity to seek, independent legal counsel possessing industry experience in connection with this matter. The Parties have either sought such counsel or voluntarily waived such right to do so. Accordingly, in interpreting this Agreement, no weight shall be placed upon either party. Furthermore, the parties equally drafted this agreement; thus, the Agreement shall be construed neutrally, and no rule of construction shall apply to the disadvantage of any Party.
- J. **Assignment** - Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Prior to any such assignment, said assignee shall execute an agreement identical to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns. Any purported assignment or delegation by either party in violation of the foregoing shall be null and void ab initio and of no force and effect.
- K. **Cure** - If at any time either Client or Consultant believes the terms of this Agreement are not being fully performed, prior to seeking or commencing any relief expressly permitted under this Agreement, the respective party shall notify the party in question of performance in writing of the specific nature of such claim, and the party receiving such notice shall have thirty (30) days from receipt of the notice to cure such claimed breach.

[Handwritten signature]

2024-05-12 14:43:10 (PST)

- L. **Indemnification of Consultant** – Client agrees to indemnify, defend, and save and hold harmless Consultant, including its respective insurers, directors, officers, employees, agents, and representatives (collectively the "Indemnified Parties" and each an "Indemnified Party"), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all attorneys' fees and costs) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority, throughout the world, in connection with or relating to the matters referred to in this Agreement, resulting from or relating directly or indirectly to Client's breach of this Agreement. The foregoing indemnity specifically includes, but is not limited to, any breach of any representation, warranty, or covenant in this Agreement applicable to Client, and shall survive expiration or termination of this Agreement.
- M. **Indemnification of Client** - Consultant agrees to indemnify, defend, and save and hold harmless Client, including its respective insurers, directors, officers, employees, agents, and representatives (collectively the "Indemnified Parties" and each an "Indemnified Party"), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all attorneys' fees and costs) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority, throughout the world, as a direct result of the services exclusively performed by Consultant under the terms of this agreement, or the Consultants breach of this agreement. The foregoing indemnity specifically includes, but is not limited to, any breach of any representation, warranty, or covenant in this Agreement applicable to Client, and shall survive expiration or termination of this Agreement.
- N. **Survival** – Any Section in this Agreement that requires survival shall survive the termination of this Agreement for the maximum period permitted by applicable law.

[KC
2024-03-12 10:00:00 (UTC)

- O. **Client Data Management** – Unless Consultant receives Client's prior written consent, Consultant shall not: (i) access, process, or otherwise use Client's Data other than as necessary to facilitate Consultant's Services; (ii) give any of its employees access to Client Data except to the extent that such individuals needs access to Client Data to facilitate performance of Consultant under this Agreement; or (iii) give any other third-party access to Client Data except as necessary for such third-party to facilitate performance under this Agreement. Consultant shall not erase Client Data, or any copy thereof, without Client's express written consent and shall follow Client's written instructions regarding retention and erasure of Client Data so long as it does not interfere with the performance of Consultant's Services and performance under this Agreement. Client possesses and retains all right, title, and interest in and to Client Data, and Consultant's use and possession thereof is solely in furtherance of Consultant's Services and on Client's behalf. Consultant shall comply with all applicable laws and regulations governing the handling of Client Data and shall not engage in any activity that would place Client in violation of any applicable law, regulation, or government request, or judicial process.
- P. **Waiver of Jury Trial** - EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(KC
2024-03-22 14:00:00 0001

Q. **Ministerial Services** – In furtherance of Client's obligations under Section 2, Consultant may offer Client guidance and referrals to third-party vendors. Additionally, Consultant may, in its discretion, and at no additional fee to Client, offer Client assistance in fulfillment of the obligations in Section 2 ("Ministerial Act"). Before Consultant commences any Ministerial Act, Consultant shall obtain Client's written consent. Client agrees to reimburse Consultant for expenses incurred in carrying out a Ministerial Act. In the event Consultant offers to engage in a Ministerial Act, Client hereby agrees to indemnify, defend and save and hold harmless Consultant from any cost, claim, damage or liability (including attorneys' fees and court costs) related to the Ministerial Act. Client also waives any claims against Consultant that may be related to the Ministerial Act. Client accepts that this indemnification and waiver of all liability related to the Ministerial Act is a material inducement for Consultant to make any offer to Client for such Ministerial Act, and without such indemnification and waiver from Client, Consultant would not make any such offer of assistance to Client to engage in the Ministerial Act. The foregoing indemnity of Client shall survive expiration of the Term of this Agreement or its earlier termination.

[Handwritten signature: KC]

14. DEFINITIONS –


Words or phrases which are initially capitalized or are within quotation marks shall have the meanings as provided in Exhibit A of this Agreement, which is fully incorporated by reference and is a material part of this Agreement.

EXHIBIT A

1. "Cash Back" means any revenue derived from cash back programs like BeFrugal.
2. "Client Data" refers to any and all information processed or stored on computers or other electronic media by Consultant, by Client, or on Client's behalf, or provided to Consultant by Client to perform the Services contemplated under this Agreement; including: information on paper or other non-electronic media, information provided to Consultant by Client, and personally identifiable information from Client, Client affiliated third-parties, and other users.
3. The term "proprietary business information" means Consultant's valuable trade secrets and confidential business information regarding its brand, vendors, sources, suppliers, techniques, processes, products, services, including, but not limited to, information regarding e-commerce transactions, Amazon transactions, training materials, marketing and advertising materials, trade or industrial practices, customer and client correspondence, internal memoranda, project files, marketing plans, distribution channels, and relationships with, and identities of, customers, investors, clients, buyers, sellers, brokers, agents, representatives, distributors, manufacturers, and managers, as well as financial information, business, marketing and operating information, geographic sales information, social media analytics, price comparison information, sales data, sales programs, sales volumes, sales conversion rates, sales methods and processes, sales proposals, products, services, training manuals, sales scripts, income information, profit information, operating procedures, pricing policies, strategic plans, intellectual property, information about Consultant's clients, employees and contractors, and other confidential or proprietary information related to Consultant.
4. The term "Stores" means the Client's wholly owned e-commerce location on the third-party Amazon.com where products may be sold to third parties (there is no affiliation, endorsement, or sponsorship between Consultant and Amazon).
5. "Net Profit" means the revenue, income, and sums owed to Client through the operation of Client's Store after deduction of (i) the cost of any goods sold in connection with Client's Store, and (ii) any Amazon fees related to Client's store.



2024/06/03 14:00:00

- 
6. "Prohibited Action" means any affirmative action taken by Consultant which constitutes: (1) willful copyright infringement as defined under the U.S. Copyright Act or (2) late shipping of product, i.e., greater than five (5) days from the date of expected delivery of the goods, solely due to the fault of Consultant, and as to which the actions under (1) and (2) above have resulted in the Suspension of Client's Store.
 7. "Pause" means the Store is considered in "Vacation Mode" due to a variety of reasons, including, but not limited to, insufficient credit available by Client to permit Consultant to render its services to Client as provided herein.
 8. "Suspension" means an action or actions by Amazon which inactivates or freeze Client's Stores, and which thereby results in an inability for Client to access Client's Stores which results in no access or sales activity through the Stores, other than where due to the occurrence of a Prohibited Action.
 9. "Vacation Mode" means any action other than a breach of this Agreement by Client which results in a condition of Client's Stores where all sales activity in the Stores have been temporarily halted.

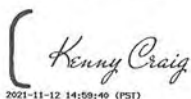
Signature Page

IN WITNESS WHEREOF, this Agreement is deemed executed as of the of the last execution date below.

CLIENT:

By: Kenny Craig authorized representative and agent for service of process Date: Not yet accepted

Principal of Client acknowledges and agrees to be bound by all of the provisions of this Agreement applicable to Client, as if expressly a party hereto. Accepted and Agreed to by Principal of Client:



2021-11-12 14:59:40 (PST)

Kenny Craig

CONSULTANT:

By: PASSIVE SCALING INC. Amanada Peremen, Operations Manager, authorized representative and agent for service of process.

Date: Not yet accepted

 SIGNATURE
Justin Jeffers

Amanada Peremen

JANUARY 18, 2023 @ 6:03:58 PM (AST)	Asante Monadjemi (asante@optimizedigital.com) reassigned user signatures in the proposal to Amanada
NOVEMBER 15, 2021 @ 12:08:18 PM (AST)	Kenny Craig ([REDACTED]) viewed the proposal for 3 minutes
NOVEMBER 15, 2021 @ 11:51:17 AM (AST)	Kenny Craig ([REDACTED]) viewed the proposal for 6 seconds
NOVEMBER 14, 2021 @ 9:06:09 PM (AST)	Kenny Craig ([REDACTED]) viewed the proposal for 22 minutes
NOVEMBER 12, 2021 @ 9:32:51 PM (AST)	Kenny Craig ([REDACTED]) viewed the proposal for 9 seconds
NOVEMBER 12, 2021 @ 6:59:41 PM (AST)	Kenny Craig ([REDACTED]) completed signing of the proposal at November 12, 2021 @ 6:59:41 PM (AST) IP address: 174.202.192.247 User-agent: Mozilla/5.0 (iPhone; CPU iPhone OS 14_8_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/14.1.2 Mobile/15E148 Safari/604.1

Banking Information - Amazon Automation

From: Alex Namvari (alex@optimizedigital.com)

To: [REDACTED]

Date: Saturday, November 13, 2021 at 12:38 PM EST

Hey Kenny,

Congratulations and welcome to our team. We are excited to see your store flourish alongside us!

Now that the contract has been signed, we've laid out the payment details below so the team can get started as soon as possible.

See below for wire details:

Company Name: Passive Scaling INC

Name of Bank: Chase Bank

Address: 78 John Miller Way, Suite 227, Kearny, NJ 07032

Account # [REDACTED]

Routing # [REDACTED] (WIRE)

[REDACTED] (ACH)

*******PLEASE ENTER NAME (AS DISPLAYED ON CONTRACT) IN MEMO SECTION OF TRANSFER FOR OUR TEAM TO MATCH RECORDS**

Once the payment has been submitted, please email a receipt to payment@passivescaling.com and payments@optimizedigital.com so we can match the sender name to our records as soon as possible, and once payment has cleared to our account, our team will reach out with instructions for your next steps!

Please reach out to both emails if you have not received an onboarding email within 24 business hours of payment completion, *and include your confirmation*. We will be there every step of the process!

For alternative payment conditions, please reach out to payments@optimizedigital.com.

Thanks again, and we look forward to building your program!

Kind regards,

Attachment D

Alexander Namvari

Lead Sales Advisor

Optimize Digital LLC



alex@optimizedigital.com

www.optimizedigital.com

3349 Michelson Dr. Suite 200
Irvine, CA 92612

Got Passive Income? Want a tax write-off? Why not both?

From: Alex Namvari (alex@optimize.digital.com)

To: [REDACTED]

Date: Monday, December 13, 2021 at 11:27 AM EST

Hey there,

Hope you are having a fantastic week and of course staying well & healthy!

My name is Alexander Namvari and I am the lead sales advisor within Optimize Digital. I wanted to simply reach out to help accomplish and smash some financial goals of yours and develop the best type of income for yourself, passive income!

Our company is currently offering a done-for-you and automated affiliate marketing opportunity with a contractual performance guarantee of 115% return on investment within 12 months. Only once you have obtained a 115% return on your investment is when a profit share will take place.

What is affiliate marketing?

- Affiliate marketing is a win-win business structure in which one party advertises on behalf of another party's business and is then paid via referral or commission when sales are made.
- For you as the affiliate, this dynamic allows you to profit from the sales of successful companies in a multi-billion dollar industry.
- For the company, this dynamic provides a free traffic stream from a specialized team in an exclusively performance-based model. A no-brainer for most businesses.

So who handles the marketing and advertisement campaigns?

- We do! Our marketing team has already found winning target audiences that are interested in the variety of services we have to offer to result in us generating 100-300 new calls a day!
- It's just a matter of our affiliates adding more fuel-to-the-fire with their initial investment to generate their very own leads!

As the owner of an Affiliate Marketing Funnel - your money goes to Optimize Digital advertising funnels directed towards high-ticket strategic partnerships, programs, products, and services.

What are these partnerships, programs, products, and services that are being sold?

- Automated and done-for-you e-commerce opportunities within Amazon, Walmart, and Shopify
- Yacht charters, private jet charters, exotic car rentals
- Done for you Credit Repair
- Web and App Design
- YouTube Automation
- Mortgage Loans
- Real Estate
- Healthcare Industry
- A Book Publishing Company

So who's going to hop-on-the-call and sell these things?

- Our sales team! We have over 30 sales advisors within the company who are on payroll working for you!

When sales are closed through your funnel for any of these services, products, and programs - you get paid, and we make a performance-based management fee, but only once you have received a 115% return on investment!

We truly put the money where our mouth is to make sure every client feels comfortable and confident in partnering up with us.

So with all that being said, are you interested? Do you have any questions? In need of some write-offs?

Please feel free to respond directly to this email or text me directly to set up a call @ [REDACTED].

Happy holidays!

Kind regards,

Alexander Namvari

Lead Sales Advisor

Optimize Digital LLC

[REDACTED]

alex@optimizedigital.com

www.optimizedigital.com

3349 Michelson Dr. Suite 200
Irvine, CA 92612

How about a \$10K discount for Amazon Automation?

From: Alex Namvari (alex@optimizedigital.com)

To: 

Date: Tuesday, December 14, 2021 at 02:51 PM EST

Hey there,

We are currently offering the opportunity for an automated and done-for-you Amazon store at a discount of \$10,000 (total price of \$20,000)!

You'll be able to take advantage of our warehouses and infrastructure to manage the entirety of the shipping and logistics still! We will handle all the accounting and bookkeeping for you. Product research and sourcing is made transparent in the sense that you will have access to our HubSpot Locator and see the conversations we have with manufacturers and suppliers about obtaining brand agreements for your stores and negotiating wholesale prices as well! Account managers, virtual assistants, and client success managers are still assigned to you to develop your business for you!

Here is the Pricing breakdown and profit share split in the image below (also attached below to this email if you do not see it):

Pricing Breakdown

Description	Price	Frequency	Total Price
Initial Consulting Fee <i>"Store Infrastructure Fee" - this goes directly towards warehousing infrastructure, full time employees & benefits, dedicated VA team, consulting expertise, store build, product sourcing & software, pricing tools & analytics, & customer service systems.</i>	\$20,000	1	\$20,000
Management Fee / Commission - 50% <i>50% of net profit from store to be paid twice a month (relative to Amazon payout schedule)</i>	Percentage	Semi-Monthly	
Amazon Seller Central Monthly Amazon membership fee paid annually	\$49	0	
Reseller Certificate Filing fee of \$50-\$150 for resellers certificate (dependent on state of incorporation)	\$50 - \$150		
Software Fee Upon the third month, software costing \$100-150/mo will be applied to facilitate growth. <i>This cost is subject to change, and is deducted from calculation of net profit.</i>	\$100 - \$150		
Minimum Working Capital This is the minimum requirement of available credit or capital to cover inventory & wholesale price of products for online arbitrage <i>\$25,000+ credit available required long term - we have options available upon request</i>	\$15,000	0	\$0
OUR PROGRAM COST			\$20,000

Let me know if you have any questions and would like to have a tax write-off for the year!

Kind regards,

Alexander Namvari

Lead Sales Advisor

Optimize Digital LLC



alex@optimizedigital.com

www.optimizedigital.com

Attachment F
PX14

000803

3349 Michelson Dr. Suite 200
Irvine, CA 92612



Screen Shot 2021-12-14 at 11.43.44 AM.png

135.5kB



Danyel Lynn Megeuile [REDACTED]

New PO's for Approval

2 messages

Mariel M <mariel@danyellynnmegeuilestore.com>

Thu, Mar 17, 2022 at 2:48 PM

To: [REDACTED]

Hi Kenny,

Please see attached files.

I will send to you the new Po's to approve.

Thank you and God Bless

--

Mariel Mara

Account Manager

Passive Scaling | Hourly Relief



Thank you and God bless

**PO for Starwest Vendor.xlsx**

69K

Danyel Lynn Megeuile [REDACTED] >

Thu, Mar 17, 2022 at 5:21 PM

To: Mariel M <mariel@danyellynnmegeuilestore.com>

Ok thanks

[Quoted text hidden]



Danyel Lynn Megeuile [REDACTED]

AMAZON FOLLOW UP

1 message

Abegail A <abegail@hourlyrelief.com>

Wed, Sep 7, 2022 at 1:19 PM

To: [REDACTED]

Hi

My name is Abegail. I am managing all the data entry for your Amazon Store, including messages, performance notification, and any stranded inventory issues, etc.

I wanted to reach out and get an updated budget for your store for inventory. Did you want more inventory shipped to your store? If so, please let me know the remaining budget.

If you choose not to purchase more inventory, I will mark your store approximately to make sure nothing happens for the store and goes on PAUSE.

Additionally, if there's any other issues pending for your store, feel free to let me know and I can address it to the right department to make sure its being handled properly.

Thanks for being a customer. We really appreciate you.

--

**Abegail Albener**

Virtual Assistant

Amazon Specialist | Hourlyrelief

[REDACTED]
abegail@hourlyrelief.com<https://fba.support/>

New Bergen, New Jersey



Danyel Lynn Megeuile [REDACTED]

AMAZON ACCOUNT FOLLOW UP

6 messages

Glydel M <glydel@hourlyrelief.com>

Thu, Sep 15, 2022 at 5:12 PM

To: [REDACTED]

Hi !

My name is Glydel , I am managing all the data entry for your Amazon Store, including messages, performance notification, and any stranded inventory issues, etc.

I wanted to reach out and get an updated budget for your store for FBA inventory. Did you want more inventory shipped to your store? If so, please let me know the remaining budget.

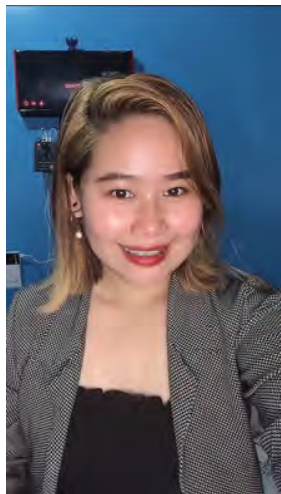
If you choose not to purchase more inventory, I will mark your store approximately to make sure nothing happens for the store and go on PAUSE.

Additionally, if there's any other issues pending for your store, feel free to let me know and I can address it to the right department to make sure it's being handled properly.

Thanks for being a customer. We really appreciate you.

Best Regards,
Amazon CS Team

--

**Glydel Lyn Migue**

Virtual Assistant

Amazon Specialist | Hourlyrelief.com

[REDACTED]
Glydel@hourly.com<https://fba.support/>

North Bergen, New Jersey

Create Your Own Free Signature

**Danyel Lynn Megeuile** [REDACTED]

Sat, Sep 17, 2022 at 3:54 AM

To: Glydel M <glydel@hourlyrelief.com>

Attachment I
PX14

000807

Yes the remaining budget is \$2,100. Please proceed with more inventory. Thank you very much.

-Kenny

[Quoted text hidden]

Glydel M <glydel@hourlyrelief.com>

Sat, Sep 17, 2022 at 9:52 PM

To: Danyel Lynn Megeuile [REDACTED]

Hello Danyel,

I want to confirm if how much will be your target budget inventory this month?

[Quoted text hidden]

Danyel Lynn Megeuile [REDACTED]

Tue, Sep 20, 2022 at 12:41 PM

To: Glydel M <glydel@hourlyrelief.com>

I'm not sure what you mean. I have \$2000 that I can spend for more inventory

[Quoted text hidden]

Danyel Lynn Megeuile [REDACTED]

Fri, Sep 23, 2022 at 11:14 AM

To: Glydel M <glydel@hourlyrelief.com>

Hello??? Just checking to see if you got my previous email?

-Kenny

[Quoted text hidden]

Glydel M <glydel@hourlyrelief.com>

Fri, Sep 23, 2022 at 11:21 AM

To: Danyel Lynn Megeuile [REDACTED]

Hello Danyel,

Yes I did sorry for the late response. Im not around yesterday. Your \$2000 budget for inventory is noted here.

Thank you

[Quoted text hidden]



Ken Cor [REDACTED]

Re: Urgent Store Data Update for (KenCor LLC) - [MHW-DKGLN-501]

11 messages

Glydel <support@mail.salessupport.ladesk.com>

Thu, Jan 19, 2023 at 1:52 PM

To: Ken Cor [REDACTED]

Hi Ken,

Good Day.

As of now we are reaching out to the vendor to get you a refund about the double charged. They inform us that they will do investigation about this issue.

We will inform you about the status as soon as we have the result of the investigation.

Thank you

-----Original message-----

From: Ken Cor [REDACTED]

Sent: 01/19/2023 19:22:27

Good morning,

We have an issue. On Jan 6th KEHE double charged the account and cause it to overdraft. Can you assist and get that fixed? Please see the attachment. When you previously asked me how much was on hand to spend I told you \$2000. So over \$3200 was taken from the account. Thank you for your assistance. I am confused. Can you please explain what is going on?

Glydel <support@mail.salessupport.ladesk.com>

Fri, Jan 20, 2023 at 9:45 AM

To: Ken Cor [REDACTED]

Hi Ken,

Do you mean with the Kehe? You can call (800-229-0235) this is the Accounts Receivable and Charles was the one who took the investigation for it.

Sincerely,

-----Original message-----

Attachment J
PX14

000809

From: Ken Cor [REDACTED]

Sent: 01/20/2023 06:11:39

Can you provide me with a better phone number? 850-721-1791 is not a working number. I've tried to call today but the call can not be completed to this number.

Thanks.

-Kenny

Ken Cor <[REDACTED]>
To: Glydel <support@mail.salessupport.ladesk.com>

Fri, Jan 20, 2023 at 11:32 AM

No ma'am I am mean with you. What is your number?

[Quoted text hidden]

Glydel <support@mail.salessupport.ladesk.com>
To: Ken Cor [REDACTED] >

Sun, Jan 22, 2023 at 12:57 AM

Hi Ken,

Good Day

Please be informed that we only gather data and forward those data to our buying team, rest assured all of your concerns have been noted.

If you have concerns and you wanted to have a call, Please use the link below to schedule a meeting with Michael your assigned CSM, at a time convenient to you.

Michael Meeting Link: <https://go.oncehub.com/Michael8>

Kind Regards,

Gydel.

Passive CustomerF Support

Direct: (850)721-1791

Email orders@passivescaling.com

****If you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.****

[Quoted text hidden]

Ken Cor <[REDACTED]>
To: Glydel <support@mail.salessupport.ladesk.com>

Tue, Jan 31, 2023 at 5:14 PM

Any update on this investigation???

-Kenny

[Quoted text hidden]

Glydel <support@mail.salessupport.ladesk.com>
To: Ken Cor [REDACTED]

Fri, Feb 3, 2023 at 10:46 AM

Hi Ken,

Sorry for the delayed response, I'm trying to get information as I can. Please know that your refund is on process.

We will send you a follow up on Monday.

Thanks have a great weekend ahead.

Sincerely,

Glyde1

[Quoted text hidden]

Glydel <support@mail.salessupport.ladesk.com>
To: Ken Cor [REDACTED]

Mon, Feb 6, 2023 at 2:36 PM

Hi Ken,

Good Day.

I am sending you this email to remind you about the documents needed to be update.

We will highly appreciate your response with this matter.

[Quoted text hidden]

Glydel <support@mail.salessupport.ladesk.com>
To: Ken Cor [REDACTED]

Tue, Feb 7, 2023 at 3:40 PM

Hi Ken,

Please see attached image below. As of today they inform us that the refund was confirmed and in process, it will be posted either tomorrow or on Friday to your account.

Also just want to remind you about the email above serves to inform you that there are a few outstanding documents required for your store in order to proceed with normalcy. Please note that based on your contract, it is required that your store be active for 18 months in order for the team to achieve the profit requirement. Failure to update the information will result in the contract period being extended.

Firstly, please use the link below to provide us with updated card information so we can update our database as well. (mandatory)

<https://docs.google.com/forms/d/1hN4r2ydVU0MAOwynA6MrdKzpU4qBCstHcNg5hYLJoDE/edit>

2. Available Funds for Orders for the month

We are reaching out to know the order status of your store. Please provide the available funds to confirm that the team can continue placing orders for the store. If you choose not to purchase more inventory, I will mark your store appropriately to make sure no new orders are placed for the store. This would also mean we will mark your store as paused for orders for the next week.

To ensure smooth running of your store, we will cease all work on the store until all documents are submitted and validated.

← X Credit Card Refund Request Form 33703550 Kencor LLC 020623.xlsx

	A	B	C	D	E	F	G	H	I	J
1										
2			Confirmed Cart - OK to Refund						<input type="checkbox"/>	
3			Confirmed CyberSource - OK to Refund						<input checked="" type="checkbox"/>	
4			Confirmed Virtual Merchant - OK to Refund						<input type="checkbox"/>	
5										
6	a KeHE Company									
7										
8										
9										
10	REFUND AUTHORIZATION FORM									
11										
12	<u>NEED CONFIRMATION COPY</u> <input checked="" type="checkbox"/>									
13										
14										
15										
16	REQUESTED BY:		Charles Jonathan Davis							
17	REQUESTED DATE:		2/6/2023							
18	CUSTOMER NAME:		Kencor LLC							
19	ACCOUNT NUMBER:		33703550						<input type="checkbox"/> PARENT	
20	CARD ENDING		[REDACTED]							
21	Visa		<input checked="" type="checkbox"/>	MasterCard		<input type="checkbox"/>	American Express		<input type="checkbox"/>	Discover <input type="checkbox"/>
22	EXP DATE:		[REDACTED]							
23	SECURITY CODE:									
24	AMOUNT:		= { 3369.48 }							
25	APPLY TO:		5862405 53771806							
26										

Sincerely,

[Quoted text hidden]

Ken Cor [REDACTED]
To: Glydel <support@mail.salessupport.ladesk.com>

Wed, Feb 8, 2023 at 1:14 AM

I have submitted the requested information on the vendor form. I am not quite sure of what the funds available for the month is as I have not seen much profit come in from all the expenditures that went out. I have a virtual meeting with Michale in the 2/8/23 at 10 am. I hope to have that information for you following the meeting.

-Kenny

[Quoted text hidden]

Attachment J

PX14

000812

Glydel <support@mail.salessupport.ladesk.com>

To: Ken Cor [REDACTED]

Wed, Feb 8, 2023 at 9:39 AM

Hi Ken,

Thank you for informing us that you have updated it with the vendor link provided.

We understand your concern, Ken. Setting an appointment would be the best option so that Michael can assist you and run you through all the necessary information needed. I will also let Michael know that you have appointed a meeting with him.

Thank you for your cooperation.
Have a nice day ahead!

Sincerely,

[Quoted text hidden]

Ken Cor [REDACTED]

To: Glydel <support@mail.salessupport.ladesk.com>

Wed, Feb 8, 2023 at 11:01 AM

Great, thank you so much!

[Quoted text hidden]



Danyel Lynn Megeuile [REDACTED]

Listings deactivated due to potential pricing error

1 message

Amazon Seller Central Notifications <donotreply@amazon.com>

Wed, Nov 15, 2023 at 4:56 AM

Reply-To: "nobody@amazon.com" <donotreply@amazon.com>

To: [REDACTED]



Dear Seller,

We have deactivated the listings noted in this email due to detected pricing errors or in accordance with Amazon's [Marketplace Fair Pricing Policy](#). You can view more information and take steps to reinstate these listings by visiting the [Pricing Health](#) page in Seller Central.

Examples of pricing errors include offers priced below your specified 'minimum price', above your specified 'maximum price', or offers priced significantly higher than recent prices offered on or off Amazon. Sellers are responsible for setting their own prices in our store. When possible, we share reference prices for these products to help inform typical price ranges expected by customers.

If you believe that we took this action in error, or have questions or need help, click the "Help" link at the top of Seller Central.

Regards,

Amazon Services

----- Listings with Potential Pricing Errors -----

Note: If you have more than 100 listings with potential pricing errors, only the first 100 are listed here.

ASIN	SKU	TITLE	PRICE
B07N3B4HNX	281556-PK2	Acure Seriously Soothing, Cleansing Cream, 4 fl oz (118 ml) (Pack of 2)	36.39



Report an issue with this email

If you have any questions visit: [Seller Central](#)

To change your email preferences visit: [Notification Preferences](#)

Attachment K

Copyright 2023 Amazon, Inc, or its affiliates. All rights reserved.
Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

SPC-USAmazon-1565706419145398



Danyel Lynn Megeuile [REDACTED]

Take action: One or more of your offers are not eligible to be a Featured Offer (Buy Box)

1 message

Amazon Seller Central Notifications (Do Not Reply)

Mon, Dec 18, 2023 at 12:43

<donotreply@amazon.com>

AM

Reply-To: "Amazon Seller Central Notifications (Do Not Reply)" <donotreply@amazon.com>

To: [REDACTED]



Your Offer(s) not eligible to be a Featured Offer

Dear Seller,

Amazon selects offers to be the Featured Offer (Buy Box offer) based on what we believe will delight customers, including great prices, availability, and delivery speed. The Featured Offer is the offer selected when the customer clicks the 'Add to Cart' button on the product detail page.

Below is a list of product(s) in your catalog that are not currently eligible to be the Featured Offer because they are not priced competitively compared to prices for those products from retailers outside Amazon. These offers are still displayed through our Offer Listing Page and other areas within the Amazon store.

If you'd like to restore Featured Offer eligibility visit [Pricing Health](#) within the Pricing section of Seller Central to lower your price on Amazon.

Your offers that are currently ineligible to be the Featured Offer are:

Note: Your prices below include shipping.



Melinda's Fire Roasted Garlic & Habanero Hot Sauce - Craft Hot Sauce with Slow Roasted Garlic, Roasted Habanero Peppers, Lime Juice - Richy & Smoky Habanero Hot Sauce 12oz, 1 Pack

Your total Price (Price + shipping) (\$)	10.39
Competitive price	4.38

[Update price](#)

*Based on the prices set by other retailers and not including prices from other Amazon sellers.

Attachment K
PX14

000816

You can find more information on Pricing Health by visiting our [help page](#).

Thank you,

Amazon Services



Report an issue with this email

If you have any questions visit: [Seller Central](#)

To change your email preferences visit: [Notification Preferences](#)

Copyright 2023 Amazon, Inc, or its affiliates. All rights reserved.
[Amazon.com](#), **410 Terry Avenue North, Seattle, WA 98109-5210**

SPC-USAmazon-1213862715998531

Attachment K

PX14

000817

6:57



Vince J



HISTORY IS ON

Messages sent with history on are saved

*April
2023*

FRIDAY, APR 28



Vince J Apr 28 at 5:02 PM

Hi Kenny,

I'm Vince your new account manager

Again???

Vince J Apr 28 at 5:06 PM

I've already purchased 4 orders using your sales support account if ever you were wondering.

MONDAY, MAY 1



Danyel Lynn Megeuile May 1 at 10:27 AM

Ok thank you



Vince J May 1 at 3:46 PM

If you have any concerns regarding your store just tell me so we can set things straight in your store.

TUESDAY, MAY 2



Danyel Lynn Megeuile May 2 at 7:39 AM

I'm concerned as to why the store is not upscaling.

Not performing

Vince J May 2 at 9:27 AM

I've purchased orders using sales support, I'm working on uploading them on KEHE



Danyel Lynn Megeuile May 2 at 9:29 AM

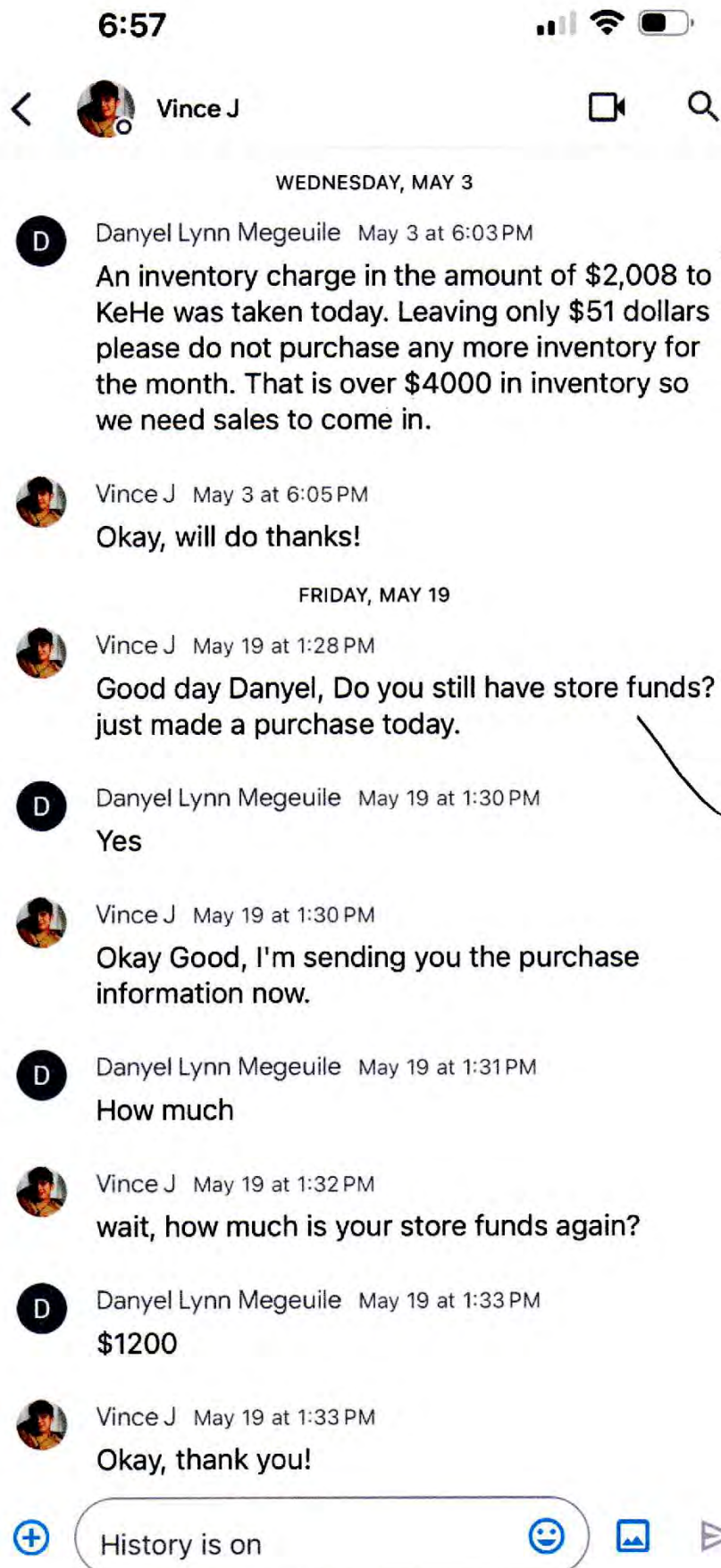
Ok thank you

WEDNESDAY, MAY 3



History is on

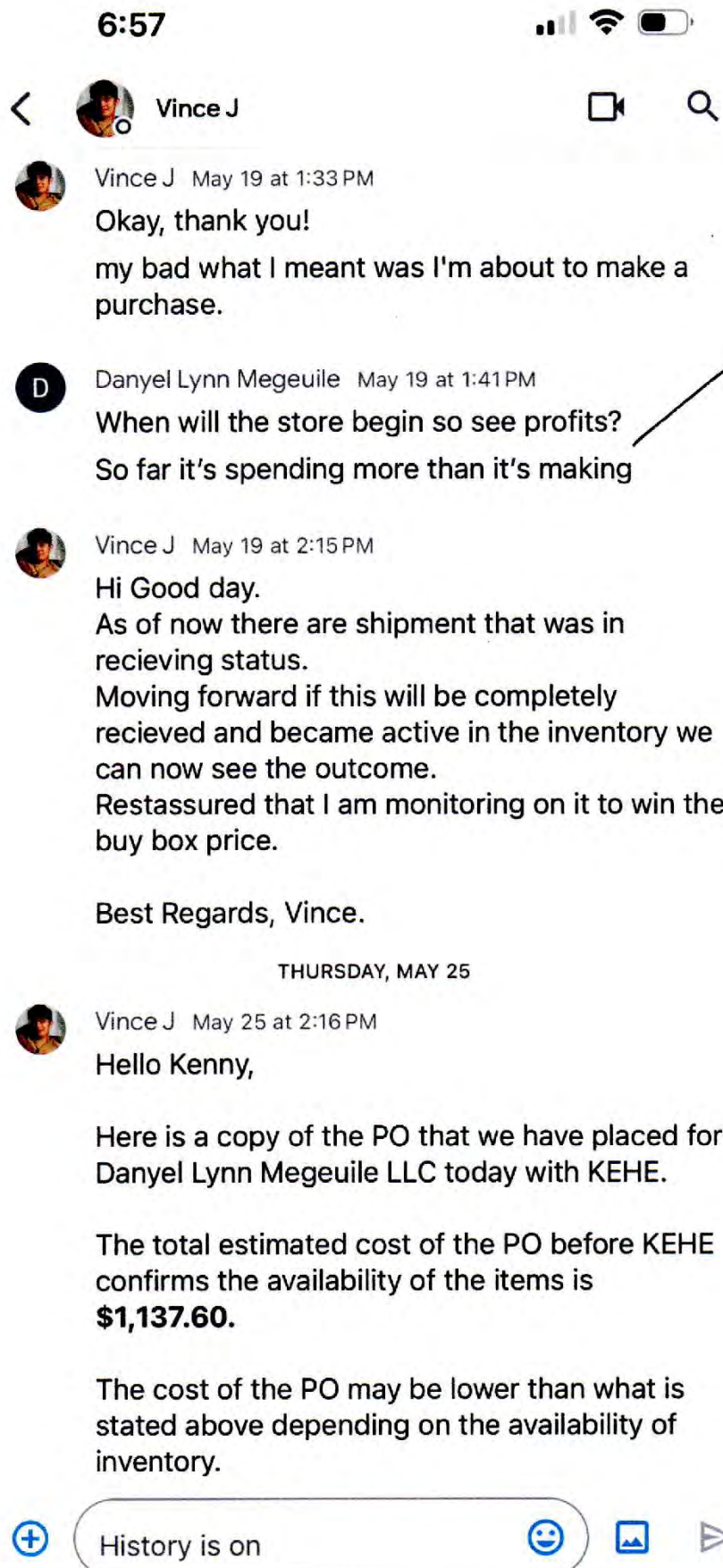
Attachment L



not performing
But requesting
more money!

still asking
for more
money!

Attachment L



Still
More
performance
questions!

Attachment L



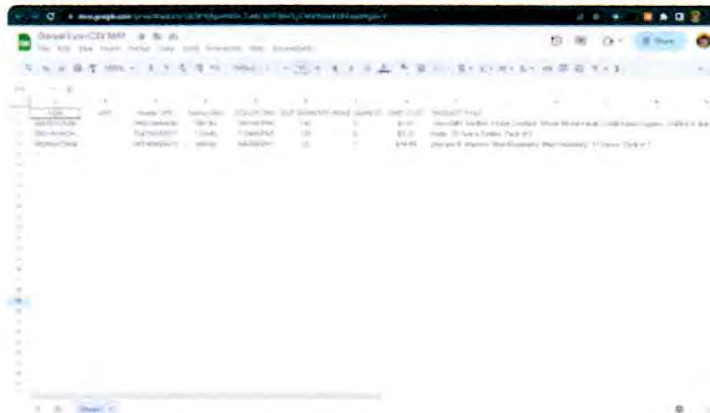
stated above depending on the availability of inventory.

We have placed this order immediately to make sure we secure as much stock as possible. If you have any remarks or comments in regards to this PO, feel free to reply to this email within 24 hours.
Please see attached file.


Also, please be informed that KEHE will be trying to reach out to you in order to confirm the PO. If the PO is not confirmed from your end, it will go automatically on hold and you will not be charged for it.

Thank you!

Best Regards,
Vince

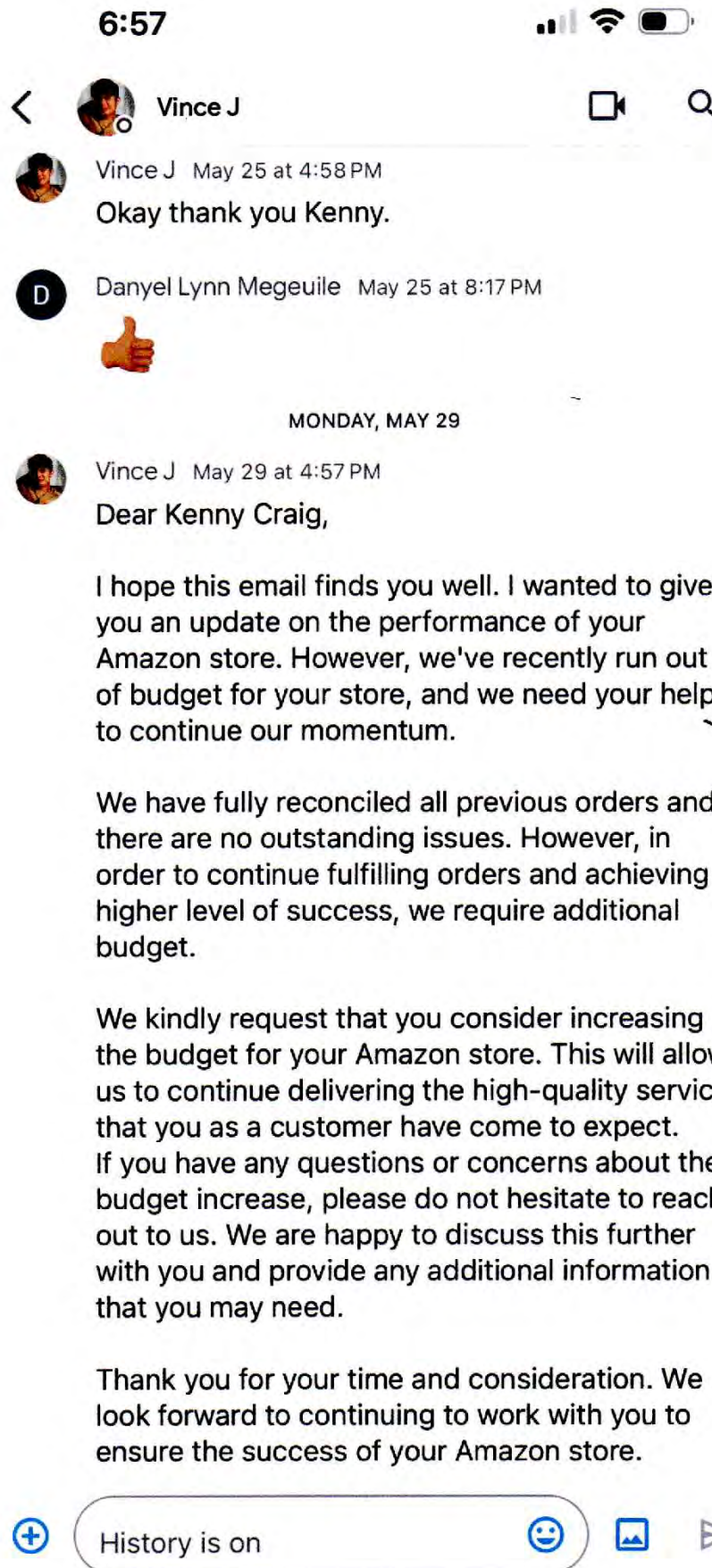


 Danyel Lynn Megeuile May 25 at 4:49 PM
Ok that's fine

 Vince J May 25 at 4:58 PM

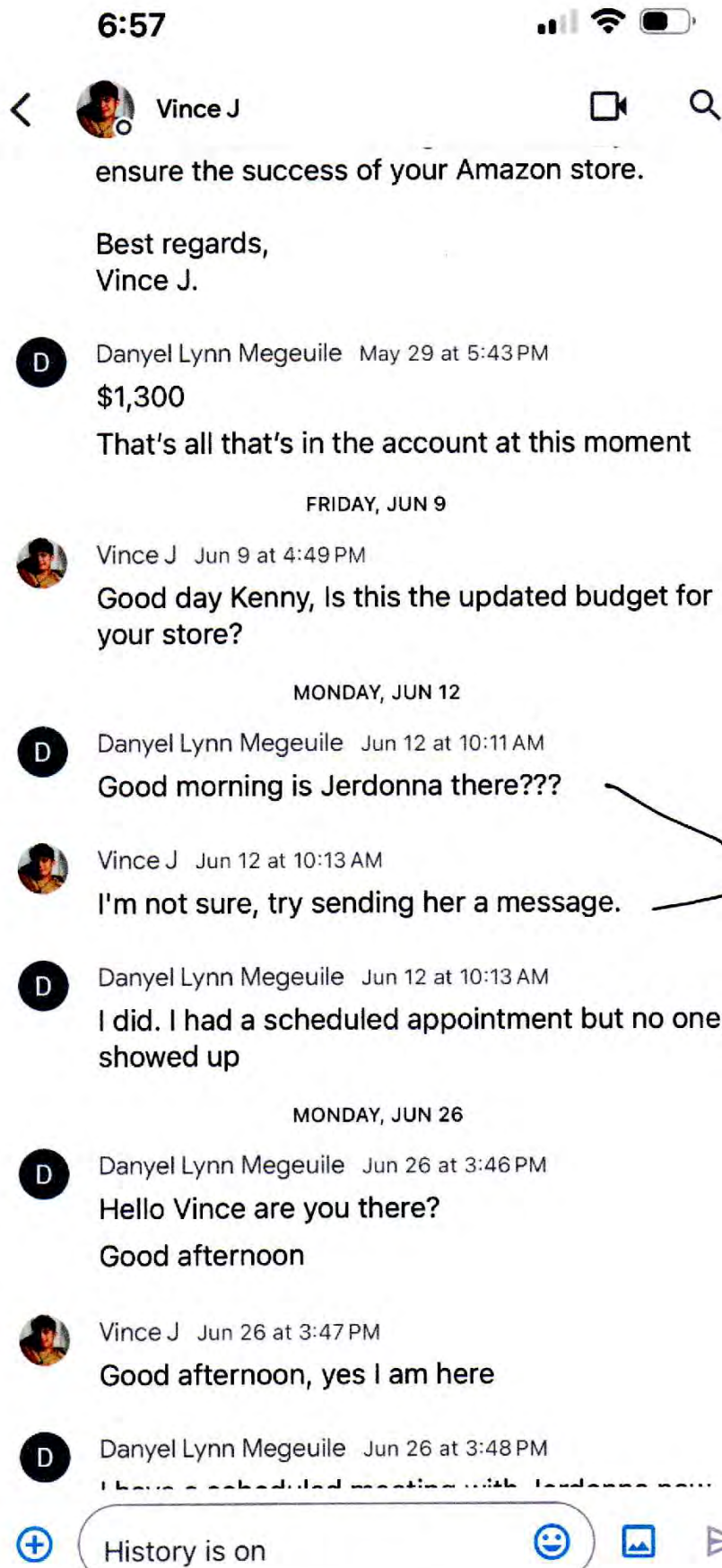


Attachment L

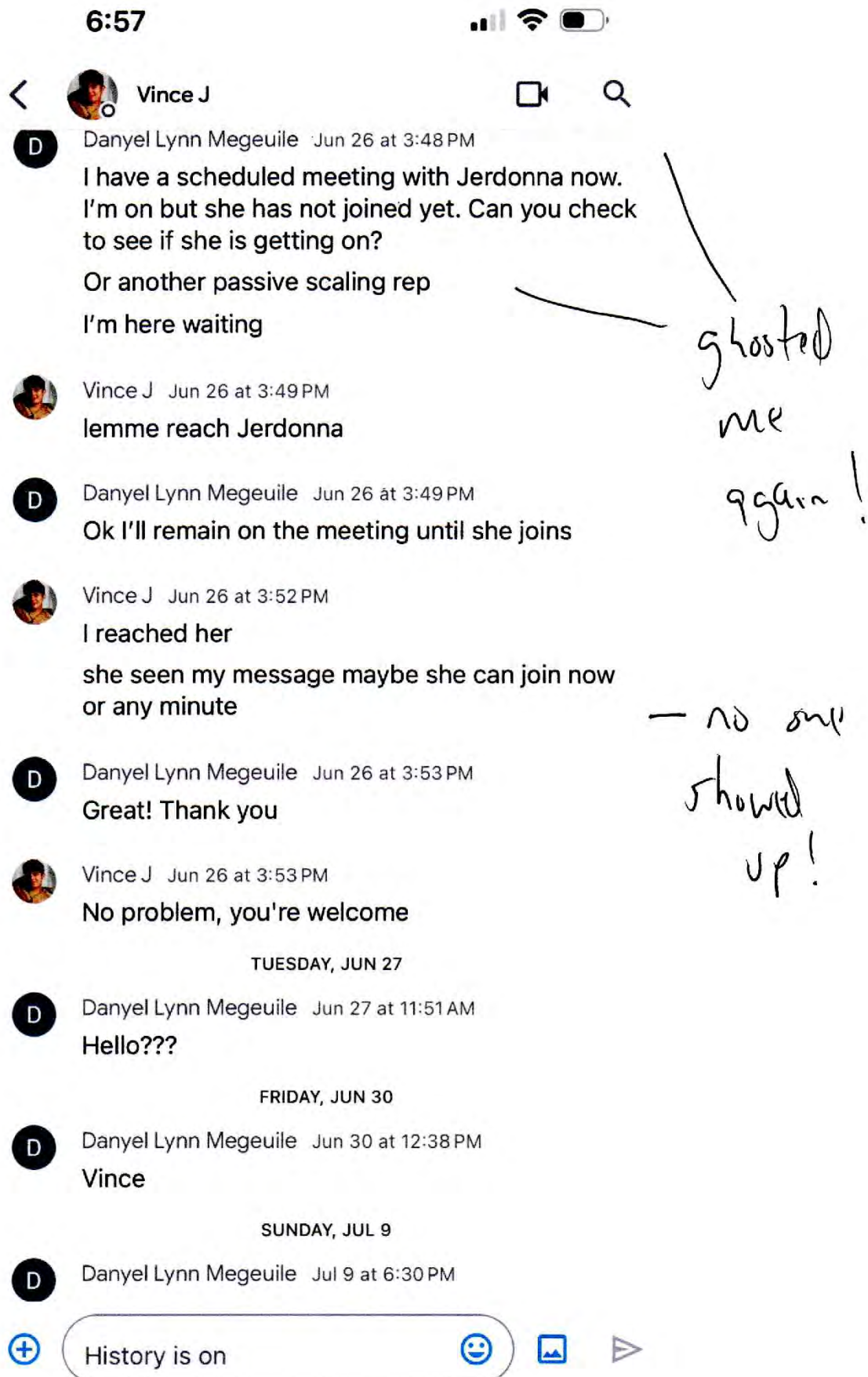


more
money!!!

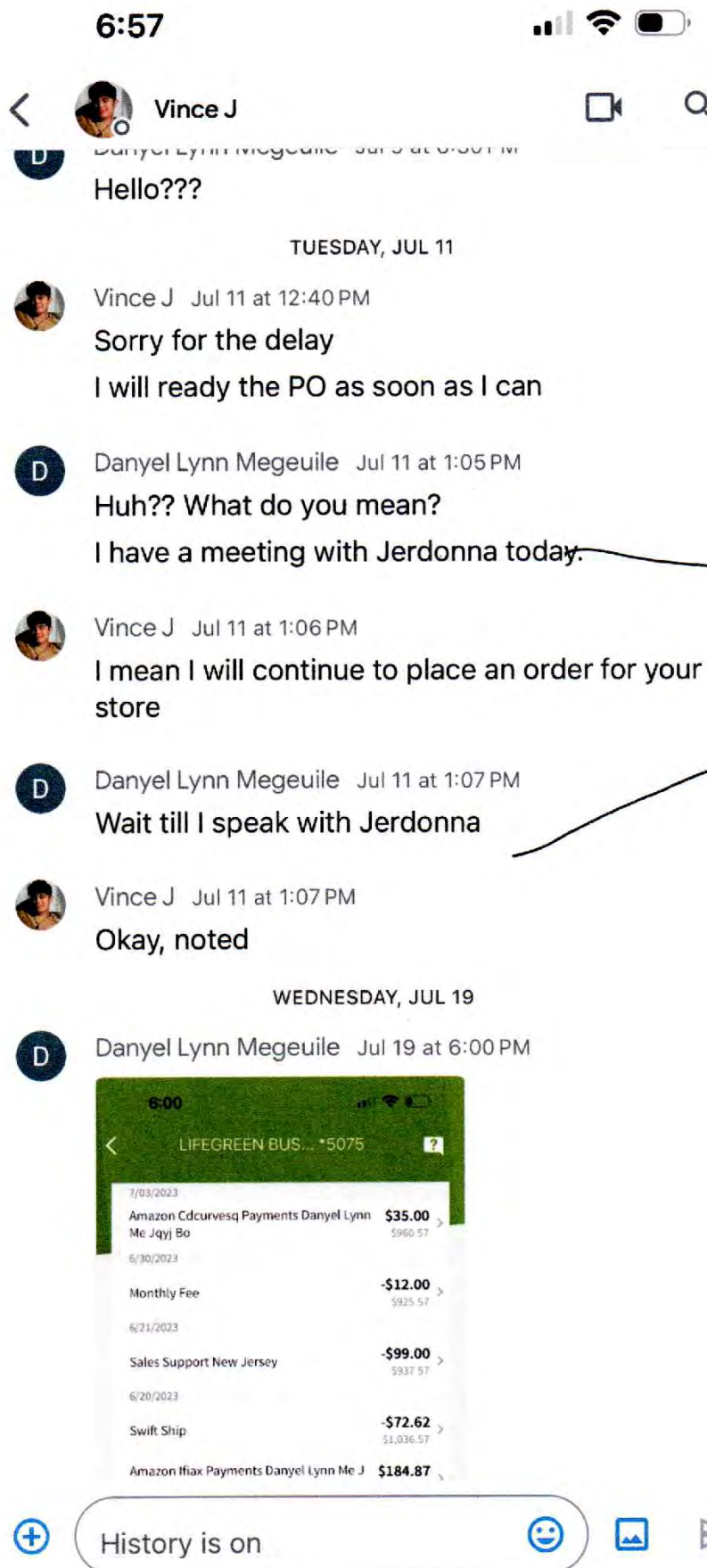
Attachment L



Attachment L

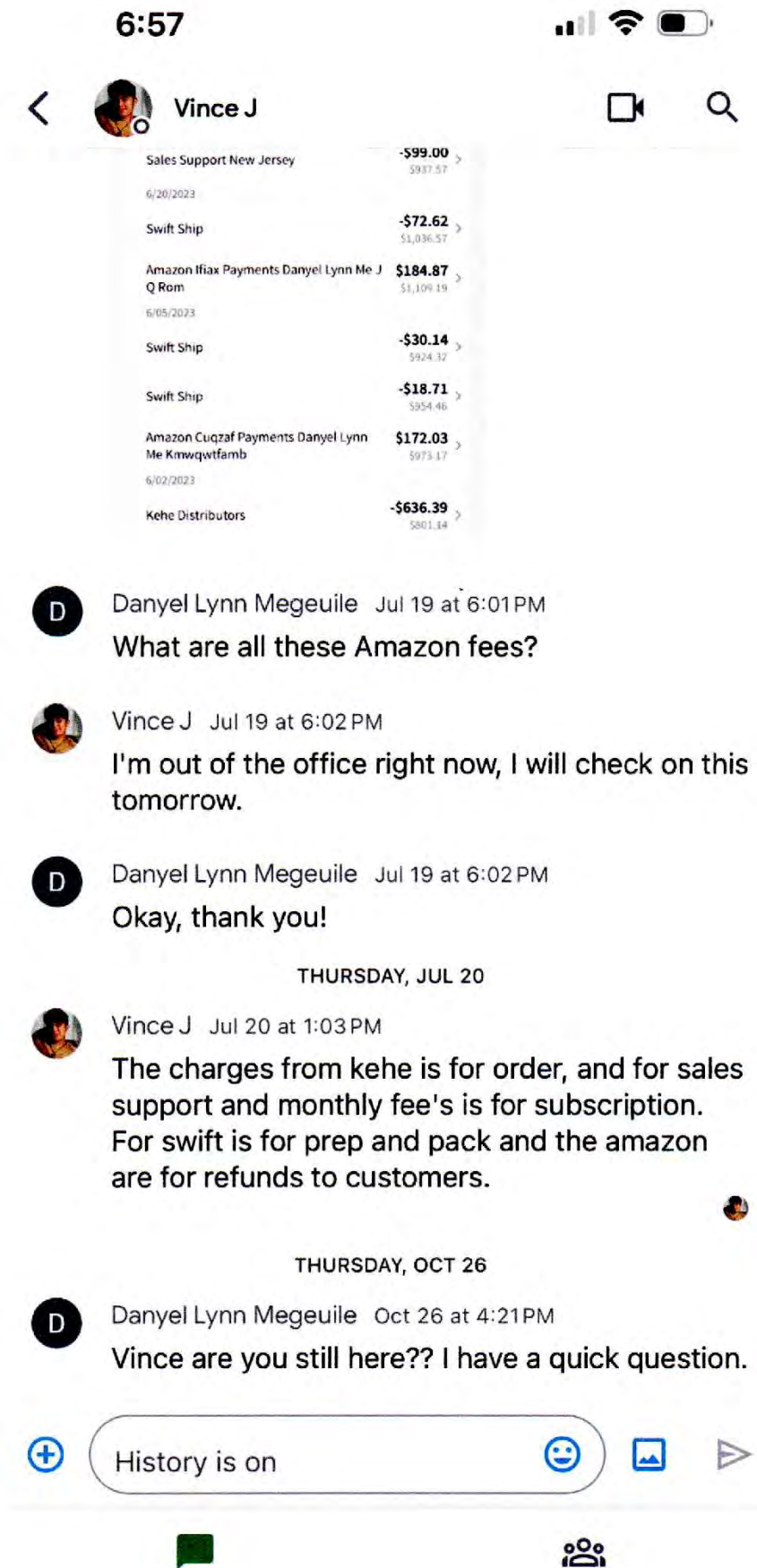


Attachment L



no
show
again!

Attachment L



Attachment L



Danyel Lynn Megeuile [REDACTED]

"Danyel Lynn Megeuile" space - Invitation to join

1 message

Jerdonna P (via Google Chat) <chat-noreply@google.com>

Mon, May 1, 2023 at 10:06 AM

To: [REDACTED]

Jerdonna P <jerdonna@hourlyrelief.com> has **invited** you to join the following Google Chat space:

 **Danyel Lynn Megeuile**[Open in Google Chat](#)

Google Chat: An intelligent messaging app, built for teams.

Google LLC, [1600 Amphitheatre Parkway, Mountain View, CA 94043, USA](#)

You received this email because someone invited you to a space in Google Chat.

Re: Amazon Store Automation - Optimize Digital

From: Kenny Craig [REDACTED]

To: alex@optimizedigital.com

Date: Tuesday, May 23, 2023 at 08:05 PM EDT

Can you give me call tomorrow at your convenience. [REDACTED]
I have some concerns that I need to share with you. Thanks
-Kenny

On Monday, November 8, 2021 at 05:55:34 PM EST, Alexander Namvari <myproposal@proposify.com> wrote:

Hi Kenny,

Take a look at the proposal below, and don't hesitate to call with any questions you may have!

[Click to view proposal](#)

Kind regards,

Alexander

Kenny Craig

[REDACTED]
Lansing, MI [REDACTED]

5/24/2023

Passive Scaling Inc.
78 John Miller Way
Suite 227
Kearny, NJ 07032

Dear Passive Scaling,

As per the "Refund Policy" in the E-Commerce Consulting Agreement I entered in with Passive Scaling in November 2021, I am writing to request a refund. It has been 18 months within the 30-day period and unfortunately after doing all that was required of me, I have not made back the initial stores cost as explained in the initial presentation of the services. Also as required I am expressing this request in writing to notify Passive Scaling of that election. Please find the attached bank statement where you will note that \$30,298 was wired to Passive Scaling Inc. in Kearny, New Jersey. At the time of the initial transaction and signing of agreement I resided in Tennessee. My new address is: [REDACTED] Lansing, MI [REDACTED] Thank you for your assistance with this matter.

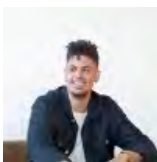
Sincerely,~


Kenny Craig.

Attachment O

PX14

000829



Asante Monadjemi · 3rd
Strategy | Business Development

JUN 1



Kenny D. Craig, MCS 8:56 PM

Optimize Digital

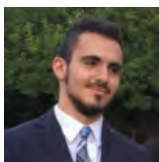
What happened to your company? Why is
the website down?

Why are they no longer taking or
returning calls?

-Kenny



Justin Jeffers



Justin Jeffers · 3rd

CEO | Specialist in Customer Acquisition &
Digital Marketing

JUN 1



Kenny D. Craig, MCS 8:49 PM

Optimize Digital

What happened to your company? Why is
the website down?

Why are they no longer taking or
returning calls?

-Kenny



Khalid Doaifi



Khalid Doaifi · 3rd

Senior sales officer at Optimize Digital

JUN 1



Kenny D. Craig, MCS 8:36 PM

Optimize Digital

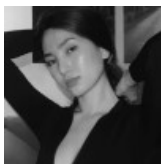
What happened to your company? Why is the website down?

Why are they no longer taking or returning calls?

-Kenny



Maricel Ugarte



Maricel Ugarte (She/Her) · 3rd
Executive Assistant

JUN 1



Kenny D. Craig, MCS 8:39 PM

Optimize Digital

What happened to your company? Why is
the website down?

Why are they no longer taking or
returning calls?

-Kenny



Noor Abuzaid



Noor Abuzaid · 3rd

Chief Sales Officer at OverNight Leads

JUN 1



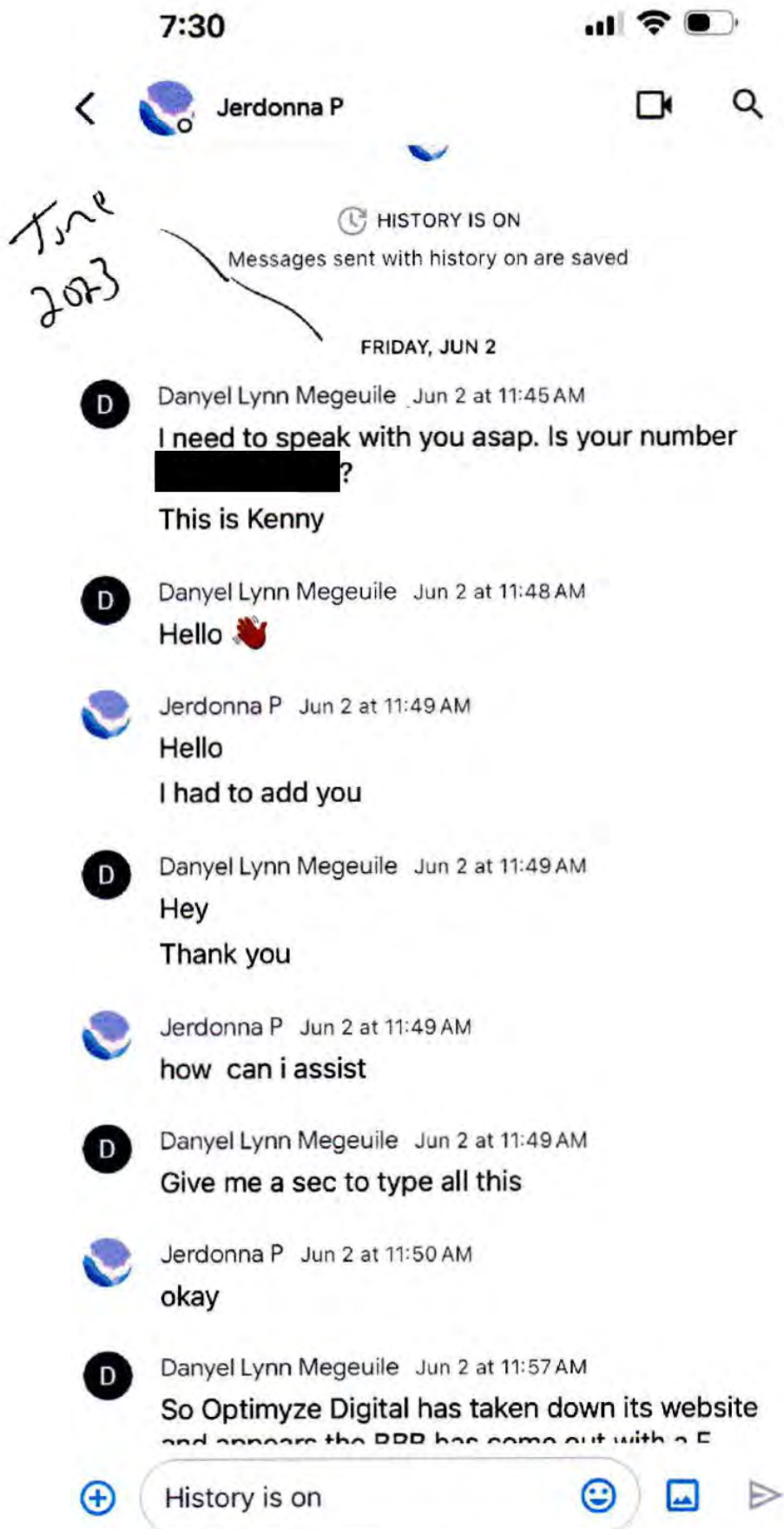
Kenny D. Craig, MCS 8:38 PM

Optimize Digital

What happened to your company? Why is
the website down?

Why are they no longer taking or
returning calls?

-Kenny



Attachment O

7:30

<  Jerdonna P  

So Optimize Digital has taken down its website and appears the BBB has come out with a F rating as clients are beginning to see that something is wrong. I pulled my contract and followed the steps for arbitration required sending a letter of intent. I sent the letter to two different addresses one in Kearny and one in North Bergen. This morning as I was reading the contract it says passive scaling

Bring this
issue to
Passive
Scaling's
attention!

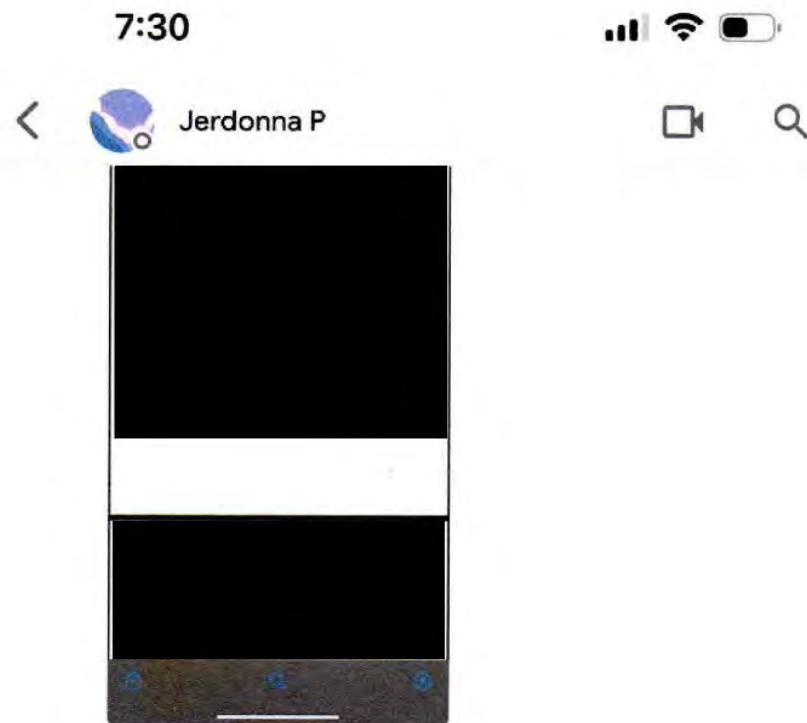


 Danyel Lynn Megeuile Jun 2 at 11:58 AM

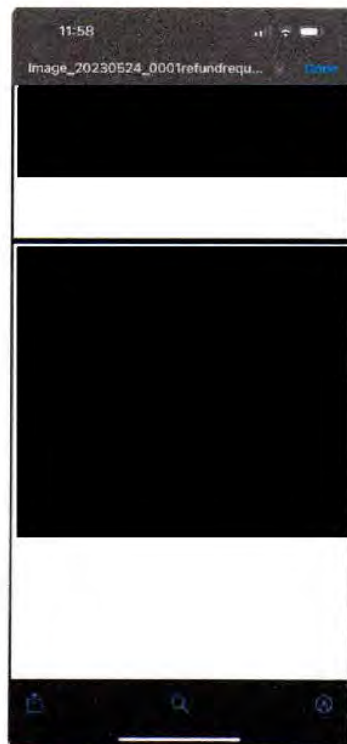


 History is on   

Attachment Q



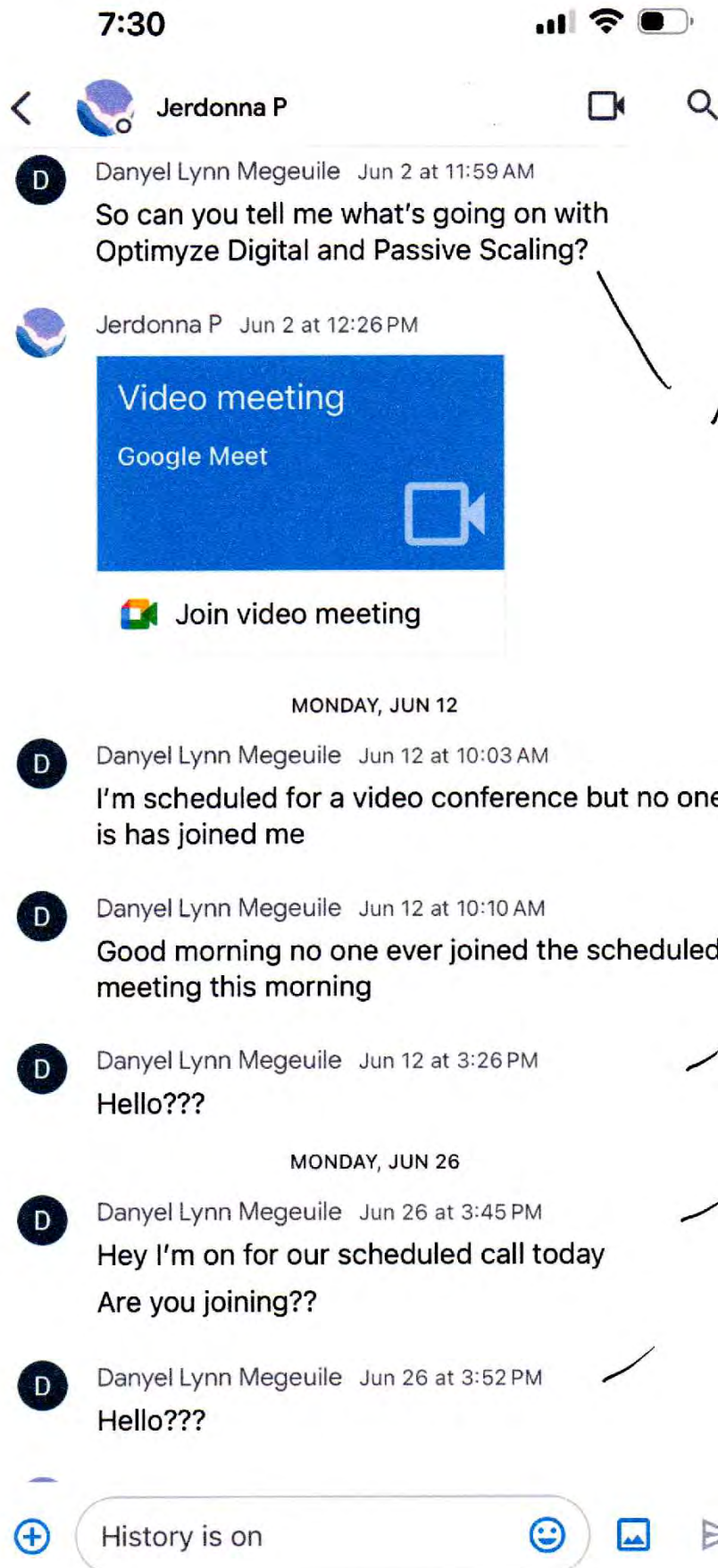
 Danyel Lynn Megeuile Jun 2 at 11:58 AM



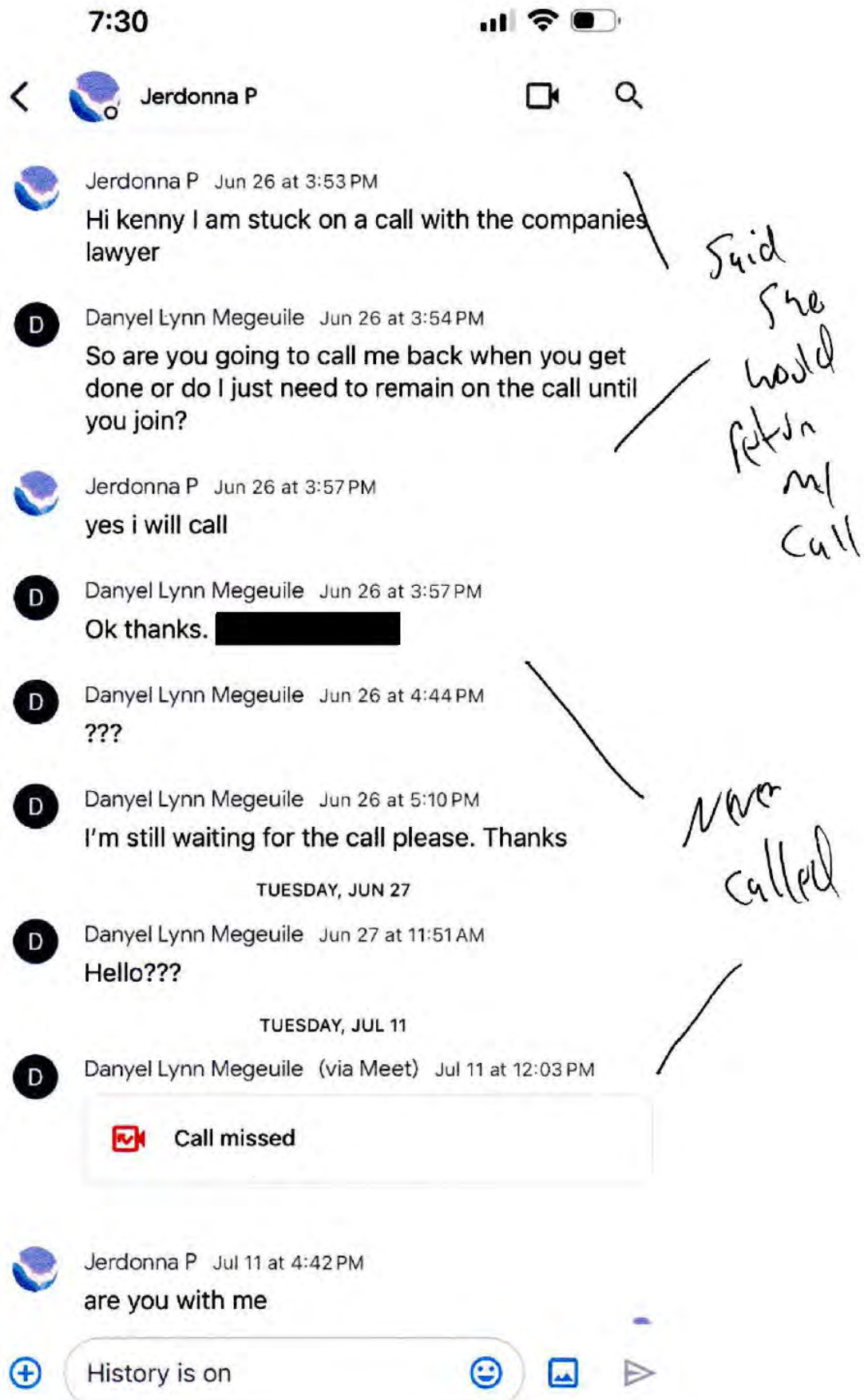
 Danyel Lynn Megeuile Jun 2 at 11:59 AM



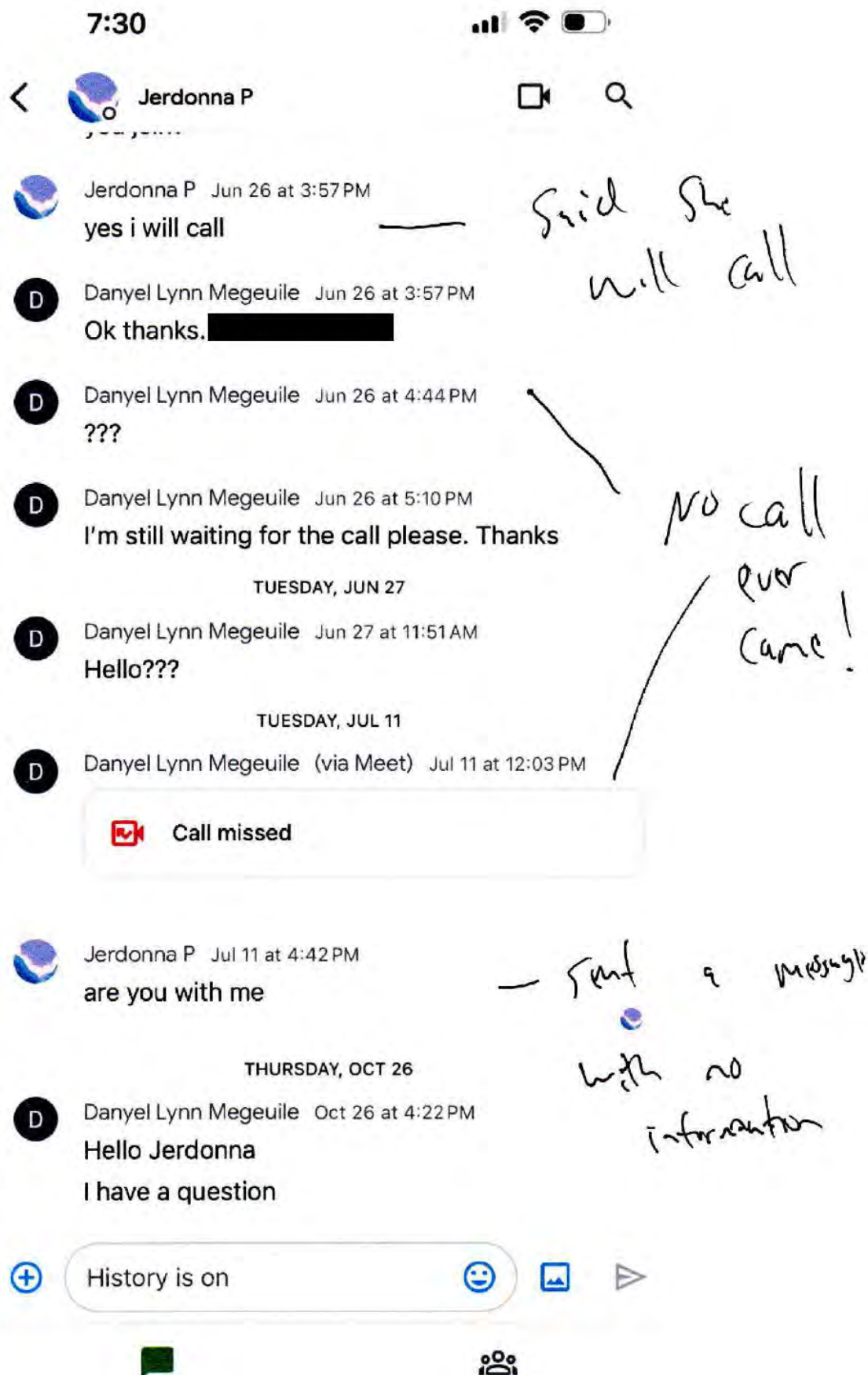
Attachment Q



Attachment O



Attachment O



Attachment O



Ken Cor [REDACTED]

Kenny Craig - Refund Request

2 messages

jerdonna@passivescaling.com <jerdonna@passivescaling.com>Mon, Jun 26, 2023 at 3:36
PM

Reply-To: jerdonna@passivescaling.com

To: [REDACTED], jerdonna@passivescaling.com

Hi Kenny

I am tied up on a call and will join in a minute
apologies for the delay

Join with Google Meet

Meeting link

meet.google.com/exn-dzqw-idj

Join by phone

(US) [REDACTED]

PIN: [REDACTED]

[More phone numbers](#)

Attachment R

PX14

000842

Kenny Craig - Refund Request

Monday Jun 26, 2023 · 3:30pm – 4pm (Eastern Time - New York)

Attendee:

Kenny Craig ([REDACTED])

Subject:

Refund Request

Booking page:

Jerdonna

Conferencing information:

When it's time, join the meeting from PC, Mac, Linux, iOS or Android:

<https://meet.google.com/exn-dzqw-idj>

Phone Numbers:

US: [REDACTED]

PIN: [REDACTED]

More phone numbers: <https://tel.meet/exn-dzqw-idj?pin=7256341863698>

Customer's cancel/reschedule link:

<https://go.oncehub.com/Jerdonna?Params=20F2DAE8191B67E431B6BF1B5CE62BE3FC64FAA34734F515>

Booking ID:

BKNG-E1JNM2ACTR9V

Customer's mobile phone:

[REDACTED]

Please share anything that will help prepare for our meeting.:

Amazon Store

Which marketplace is this regarding? *:

Amazon

Location

<https://meet.google.com/exn-dzqw-idj>

[View map](#)

Organizer

jerdonna@passivescaling.com

Attachment R

Guests

[REDACTED]

Ken Cor [REDACTED]
To: jerdonna@passivescaling.com

Mon, Jun 26, 2023 at 7:50 PM

Good evening,
I waited for the callback and it never came. When will you call me back?
[Quoted text hidden]

Attachment R

PX14

000844



Danyel Lynn Megeuile [REDACTED]

Important Update Regarding Your Amazon Store Account Manager ,Order Status and Contract

5 messages

Vince J <vince@hourlyrelief.com>

Mon, Jul 10, 2023 at 9:49 AM

To: Danyel Lynn Megeuile [REDACTED]

Dear Danyel Lynn,

We hope this message finds you well. We are writing to inform you of an important update regarding your Amazon store account manager and the current status of your orders.

In line with the fact that we have depleted your budget and your recent request to pause buying, your current store status will be placed under pause status. I will no longer be your assigned account manager responsible for overseeing your Amazon store and handling future purchases.

We understand that this change may raise concerns, but we want to assure you that we are committed to providing you with the highest level of support during this transition period. Until your store returns to an ordering status, you will be in direct contact with our Customer Support Manager, who will be dedicated to repricing your current inventory and ensuring your store remains profitable with the existing stock.

If you have any questions or concerns, please don't hesitate to reach out to our Customer Support Manager at [CSR name Kycheree (kycheree@hourlyrelief.com) and Abegail (abegail@hourlyrelief.com)]. They will be more than happy to address any inquiries you may have.

The Customer Support Manager will be responsible for the following:

Repricing your current inventory: They will analyze market trends, competitor pricing, and other factors to ensure your products are competitively priced for optimal sales.

Maximizing profit with existing inventory: The Customer Support Manager will devise strategies to help your store generate profit by optimizing the performance of your existing inventory.

Please note that during this transition, we may need your cooperation in providing updated information about your inventory, sales data, and any other relevant details that can aid the repricing process. We appreciate your support and understanding as we work together to maintain the success of your Amazon store.

We would like to remind you of an important clause in your contract regarding working days. As stated in the contract, the days following this message are not considered as working days until we have received an additional budget.

If you wish to resume buying on the store, we kindly request you to work closely with our team to provide us with a new budget. This will enable us to efficiently allocate the necessary resources and continue the project according to your requirements.

Should you have any questions or require further clarification, please do not hesitate to reach out to us. We value our partnership and look forward to working together to ensure the successful completion of the project.

We value your partnership and look forward to continuing to assist you in achieving success on the Amazon platform. Thank you for your trust and cooperation.

Best regards,

Vince



Virus-free.www.avast.com

Danyel Lynn Megeuile [REDACTED]
To: Vince J <vince@hourlyrelief.com>

Tue, Jul 11, 2023 at 12:17 PM

How you can send this email and sleep at night I shall never know. I did not request to pause buying. You asked me what the budget was and I gave you a figure. I tried to contact you via the chat app we were communicating on on June 27th, 30th, and July 9th. You did not and have not replied. So why this email was sent is baffling to say the least and highly suspicious at best. Jerdonna has ignored my calls and emails and I now understand why.

-Kenny

[Quoted text hidden]

Vince J <vince@hourlyrelief.com>
To: Danyel Lynn Megeuile [REDACTED]

Tue, Jul 11, 2023 at 12:35 PM

I'm sorry I didn't notice that you sent me a message, I wasn't able to reply because I just got back to work. I was sick last week and just got out of the hospital.

-Vince

[Quoted text hidden]

Danyel Lynn Megeuile [REDACTED]
To: Vince J <vince@hourlyrelief.com>

Tue, Jul 11, 2023 at 1:11 PM

my deepest apologies
I hope you feel better soon.

[Quoted text hidden]

Vince J <vince@hourlyrelief.com>
To: Danyel Lynn Megeuile [REDACTED]

Tue, Jul 11, 2023 at 2:40 PM

Thank you for understanding. My bad for not letting you know.



Virus-free.www.avast.com

[Quoted text hidden]



Ken Cor [REDACTED]

Refund Request

6 messages

Ken Cor [REDACTED]

Mon, Jun 12, 2023 at 3:26 PM

To: "jerdonna@passivescaling.com" <jerdonna@passivescaling.com>, "jerdonna@hourlyrelief.com" <jerdonna@hourlyrelief.com>, "info@passivescaling.com" <info@passivescaling.com>

Good afternoon Jerdonna,

I have not heard back from you since we last spoke about my refund request. I have sent this to you as you requested but have not heard anything back. I also had a scheduled call with Passive Scaling but for whatever reason no one joined to call from the company. I sent a previous email from my other amazon store email but i will again sent the request to you from this email. You can reach me at [REDACTED] or via the google chat.

-Kenny Craig

2 attachments**Refund Request.docx**

15K

**Image_20230524_0001refundrequest.pdf**

347K

Passive Scaling Support <sales@passivescaling.com>

Fri, Aug 25, 2023 at 8:37 AM

To: Ken Cor [REDACTED]

Cc: "jerdonna@passivescaling.com" <jerdonna@passivescaling.com>, "jerdonna@hourlyrelief.com" <jerdonna@hourlyrelief.com>, "info@passivescaling.com" <info@passivescaling.com>

Hello Kenny C.,

We acknowledge receipt of your refund request and have initiated the investigation process. In the upcoming week, you can expect to receive an email outlining the official next steps regarding your request.

To facilitate the evaluation of your eligibility and to proceed with the refund process, we kindly request that you provide us with a signed copy of your contract. This will aid us in conducting a thorough review in accordance with the terms outlined in your agreement.

Our forthcoming email will comprehensively detail the subsequent stages of the process and will also communicate the outcomes of the investigation, aligning with the provisions of your contract.

Additionally, we will be sending you a meeting invitation to discuss the next steps or any concerns you may have. This will provide an opportunity for us to address any questions and ensure a clear understanding moving forward.

We appreciate your cooperation and patience during this process. If you have any immediate inquiries, please feel free to reach out to our support team.

Thank you for your understanding, and we look forward to working toward a satisfactory resolution.

Best regards, Passive Scaling Inc

[Quoted text hidden]

Passive Scaling Support <sales@passivescaling.com>

Fri, Sep 8, 2023 at 10:55 AM

To: Ken Cor [REDACTED]

Cc: "jerdonna@passivescaling.com" <jerdonna@passivescaling.com>, "jerdonna@hourlyrelief.com" <jerdonna@hourlyrelief.com>, "info@passivescaling.com" <info@passivescaling.com>

Hello Kenny C.,

I hope this message finds you well. This is a follow-up regarding your refund request and our previous communication.

We acknowledge that you have initiated a refund request and we appreciate your cooperation thus far. However, we have yet to receive the signed copy of your contract, which is crucial for our investigation process.

Attachment T

PX14

000849

Please be aware that the investigation process is currently on hold until we receive the necessary documentation from you. The contract is a fundamental part of our evaluation process, and without it, we are unable to proceed.

Furthermore, I regret to inform you that today's scheduled meeting is canceled. The purpose of this meeting was to provide you with a follow-up on your request and address any questions or concerns you may have had. Unfortunately, without the required documentation, we are unable to proceed with the review at this time.

Once we receive the signed copy of your contract, we will resume the investigation process and reschedule the meeting to discuss the next steps. We understand the importance of a timely resolution and will work diligently to expedite the process once we have all the necessary information.

If you have any questions or require assistance in preparing the required documentation, please do not hesitate to reach out to our support team. We are here to assist you throughout this process and ensure a smooth resolution.

Thank you for your understanding and cooperation.

Best regards,
Client Support Team
Passive Scaling Inc

[Quoted text hidden]

Ken Cor [REDACTED]

Wed, Oct 4, 2023 at 9:07 PM

To: Passive Scaling Support <sales@passivescaling.com>

Cc: "jerdonna@passivescaling.com" <jerdonna@passivescaling.com>, "jerdonna@hourlyrelief.com" <jerdonna@hourlyrelief.com>, "info@passivescaling.com" <info@passivescaling.com>

Good evening,

Do you not have the copy of the contract? I am confused. You should have the signed contract on file. Please forward that to me please as soon as possible. Thanks.

-Kenny

[Quoted text hidden]

Ken Cor [REDACTED]

Tue, Oct 10, 2023 at 9:31 PM

To: Passive Scaling Support <sales@passivescaling.com>

Cc: "jerdonna@passivescaling.com" <jerdonna@passivescaling.com>, "jerdonna@hourlyrelief.com" <jerdonna@hourlyrelief.com>, "info@passivescaling.com" <info@passivescaling.com>

Can we reschedule a meeting for one day next week?

-Kenny

[Quoted text hidden]

Ken Cor [REDACTED]

Fri, Oct 20, 2023 at 3:00 PM

To: Passive Scaling Support <sales@passivescaling.com>

Hello?

[Quoted text hidden]

Form A**Plaintiff or Filing Attorney Information:**Name Kenny Craig

NJ Attorney ID Number _____

Address _____

Lansing, MI _____

Email Address _____

Telephone Number _____ ext. _____

Superior Court of New Jersey
Law DivisionHudson ☒ CountyDocket Number HUD-L-002343-23Kenny Craig

Plaintiff,

v.

Civil Action

Passive Scailing, LLC

Defendant(s).

Notice of MotionTo: Passive Scailing
757A Undercliff Ave.
Edgewater, New Jersey 07020**TAKE NOTICE** that the undersigned will apply to the above named Court located at
583 Newark Avenue Jersey City, NJ 07306,
on 09/22/2023, at 9:00 a.m. for an **Order** to (describe relief requested):Plaintiff comes before the court to request a Motion for Entry of Default Judgement in the
amount of \$30,000 against the defendant.

I will rely on the attached certification which contains the grounds for the relief sought.

Pursuant to R. 1:6-2(d), the undersigned: (check one)

- ☒ Waives oral argument and consents to disposition on the papers.
- ☐ Requests oral argument if this matter is contested.
- ☐ Requests oral argument for the following reasons:

A proposed form of Order is attached.

Revised 08/15/2022, CN 10555

page 9 of 14

Attachment U

**Form A
Court Dates**

No pre-trial conference, arbitration proceeding, calendar call or trial date has been set except as follows: (If any dates have been scheduled, note them here; otherwise, state "none")

None

Discovery End Date

- ☐ Discovery in this matter is scheduled to be completed on _____.
- ☒ A discovery end date has not been assigned to this matter.

**Certification Regarding Attempts to Resolve
(Required for discovery and calendar motions – check one)**

- ☐ I certify that I have personally discussed this matter with the attorney for the opposing party, or the opposing party if appearing *pro se*, in order to resolve the issues raised by this motion. This effort was not successful.
- ☒ I certify that I have made a good faith effort to personally discuss this matter with the attorney for the opposing party, or with the party if appearing *pro se*, in order to resolve the issues raised by this motion. The effort I made included the following action: (specify attempts to confer):
I had several phone conversations with company representative Jerdonna P. and we could not reach any resolution in this matter. Opposing party was served court summons via paid civil process service at above address. The process server returned signed and notarized proof of service on 7/6/2023. Opposing party has made no effort to answer the complaint with this court within 35 days of receiving the notice.
- ☐ I certify that I have advised the attorney for the opposing party, or the party if appearing *pro se*, by letter that if I will make this motion if she/he continues to fail to comply with my discovery request.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

08/17/2023

Date



Signature

Kenny Craig

Print Name

Form A

If this is the first paper you are filing in this case, you must sign the following certification.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-77(b)*.

08/17/2023

Date



Signature

Kenny Craig

Print Name

Form B**Plaintiff or Filing Attorney Information:**Name Kenny Craig

NJ Attorney ID Number _____

Address [REDACTED]Lansing, MI [REDACTED]Email Address [REDACTED]Telephone Number [REDACTED] ext. _____

Superior Court of New Jersey

Law Division

Hudson ☒ CountyDocket Number HUD-L-002343-23Kenny Craig,
Plaintiff,

v.

Civil Action

Passive Scailing, LLC,
Defendant(s).**Certification in Support of Motion**

I, Kenny Craig, am the (check one) ☒ plaintiff / ☐ defendant in the above-captioned matter. I make this certification in support of my motion to: (state what you want the court to do)

Plaintiff comes before the court to request a Motion for Entry of Default Judgement in the amount of \$30,000 against the defendant.

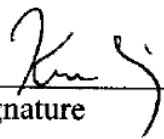
This motion should be granted because: (State the basis for your motion and why it should be granted. Use extra paper if necessary.)

The defendant was served a court summons to answer a complaint with this court via paid civil process service at above address. The process server returned signed and notarized proof of service on 7/6/2023. The defendant has made no effort to answer the complaint with this court within 35 days of receiving the notice.

I certify that the above statements made by me are true and that if any of the statements are willfully false, I am subject to punishment.

08/17/2023

Date


SignatureKenny Craig

Print Name

Form B**Certification of Service**

I certify that on 08/17/2023, I sent a copy of the Notice of Motion, Certification, and proposed form of Order to the following parties by: (check which mailing method you chose. If you sent it by both regular and certified mail, return receipt requested, check both)

☒ regular mail ☐ certified mail, return receipt requested

List each party to the lawsuit; use the attorney's name and address if the party is represented by counsel.

Name Kenny Craig

Name Passive Scailing, LLC

Address [REDACTED]

Lansing, MI [REDACTED]

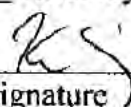
Address [REDACTED]

Edgewater, New Jersey [REDACTED]

Attorney for _____

Attorney for _____

Date 08/17/2022


Signature

Kenny Craig
Print Name

Form C**Plaintiff or Filing Attorney Information:**Name Kenny Craig

NJ Attorney ID Number _____

Address _____

Lansing, MI _____

Email Address _____

Telephone Number _____ ext. _____

Superior Court of New Jersey

Law Division

Hudson ☒ CountyDocket Number HUD-L-002343-23Kenny Craig, _____

Plaintiff,

v.

Civil Action

Passive Scailing, LLC, _____

Defendant(s).

Order

This matter having been brought before the Court on Motion of ☒ plaintiff / ☐ defendant for an Order (describe relief requested):

Plaintiff comes before the court to request a Motion for Entry of Default Judgement in the amount of \$30,000 against the defendant.

and the Court having considered the matter and for good cause appearing,

On this ____ day of _____, 20__, it is **ORDERED** as follows:

☐ Opposed ☐ Unopposed

J.S.C.

WRIT OF EXECUTION

Attorney for Plaintiff
Pro Se

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION**

HUDSON ☒ **COUNTY**

Kenny Craig Plaintiff

DOCKET NO: HUD-L-002343-23

vs.

Passive Scailing, LLC Defendant

**WRIT OF EXECUTION
RECEIVED**

SEP 29 2023

THE STATE OF NEW JERSEY

**SUPERIOR COURT OF NEW JERSEY
COUNTY OF HUDSON
CHANCERY DIVISION**

TO THE SHERIFF OF Hudson County Sheriff's Office

WHEREAS, on the 15th day of September, 2023 judgment was recovered by Plaintiff, Kenny Craig, in an action in the Superior Court of New Jersey, Law Division, Hudson ☒ County, against Defendant, Passive Scailing, LLC, for damages of \$ 30,000.00 and costs of \$ 0.00; and

WHEREAS, on September 15, 2023, the judgment was entered in the civil docket of the Clerk of the Superior Court, and there remains due thereon \$ 30,000.00.

THEREFORE, WE COMMAND YOU that you satisfy the said Judgment out of the personal property of the said Judgment debtor within your County; and if sufficient personal property cannot be found then, subsequent to your levy and only after receipt of an order of the court pursuant to R. 4:59-1(d), out of the real property in your County belonging to the judgment debtor(s) at the time when the judgment was entered or docketed in the office of the Clerk of this Court or at any time thereafter, in whosoever hands the same may be. Any levy pursuant to this writ shall exclude (1) all funds in an account of the debtor with a bank or other financial institution, if all deposits into the account during the 90 days immediately prior to service of the writ were electronic deposits, made on a recurring basis, of funds identifiable by the bank or other financial institution as exempt from execution, levy or attachment under New Jersey or federal law, and (2) all funds deposited electronically in an account of the debtor with a bank or other financial institution during the two months immediately prior to the account review undertaken by the bank or other financial institution in response to the writ that are identifiable by the bank or other financial institution as exempt from execution, levy or attachment under New Jersey or federal law.

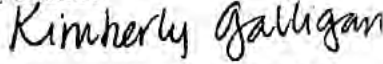
You shall pay said monies realized by you from such property to N/A (Pro Se), Esq., attorney in this action. Within twenty-four months after the date of its issuance you shall return this execution and your proceedings thereon to the Clerk of the Superior Court of New Jersey at Trenton.

WE FURTHER COMMAND YOU, that in case of a sale, you make your return of this Writ with your proceedings thereon before this Court and you pay to the Clerk thereof any surplus in your hands within thirty days after the sale.


WITNESS, HONORABLE Jeffrey R. Jablonski, A.J.S.C a Judge of the Superior Court,
at Hudson County this 29th day of September, 2023.


Michelle M. Smith, Esq.
Clerk of Superior Court

CLERK



ENDORSEMENT

 KIMBERLY GALLIGAN
Deputy Clerk of the Superior Court

Judgment Amount*	\$	<u>30,000.00</u>
Additional Costs	\$	<u> </u>
Interest thereon	\$	<u> </u>
Credits	\$	<u> </u>
Sheriff's Fees	\$	<u>56.24</u>
Sheriff's Commissions	\$	<u> </u>
TOTAL:	\$	<u>30,056.24</u>

*"Judgment Amount" includes amount of verdict or settlement, plus pre-judgment court costs, plus any applicable statutory attorney's fee.

Post Judgment Interest applied pursuant to R. 4:42-11 has been calculated as **simple interest**. As required by R. 4:59-1, attached is the method by which interest has been calculated, taking into account all partial payments made by the defendant.

Pro Se
Attorney for Plaintiff

Dated: September 19, 2023





David Johnson [REDACTED]

Great Meeting With You

9 messages

Wes W <wes@thefbemachine.com>

Thu, Nov 2, 2023 at 5:57 PM

To: [REDACTED]

Hi David,

First, congrats on the new business. This is going to be great for you and your family. Below is the wire info for us. Please send me a screenshot or picture when you complete the wire info. This will allow me to schedule your onboarding and get things moving on our end.

theFBAmachine INC
2011 8TH street
North Bergen NJ 07047

TD BANK
1400 Palisade Ave, Fort Lee, NJ 07024

Account# [REDACTED]
Routing # [REDACTED]

Let me know if you have any questions between now and then.

Thank you,

--

Wes Waring

c. [REDACTED]



<https://thefbemachine.co/>
[YouTube.com/@thefbemachine](https://www.youtube.com/@thefbemachine)

David Johnson [REDACTED]

Thu, Nov 2, 2023 at 11:58 PM

To: Wes W <wes@thefbemachine.com>

Thank you, will do.

[Quoted text hidden]

David Johnson [REDACTED]

Fri, Nov 3, 2023 at 4:28 PM

To: Wes W <wes@thefbemachine.com>

Good afternoon Wes. I'm sorry I had a super busy day at work today. Quick question...Is there a contract for all the things we discussed?

On Thu, Nov 2, 2023 at 5:57 PM Wes W <wes@thefbemachine.com> wrote:

[Quoted text hidden]

Attachment X

Form A**Plaintiff or Filing Attorney Information:**Name Kenny Craig

NJ Attorney ID Number (Pro Se) _____

Address _____

Lansing, MI _____

Email Address _____

Telephone Number _____ ext. _____

Superior Court of New Jersey
Law DivisionHudson ☒ CountyDocket Number HUD-L-002343-23Kenny Craig,
Plaintiff,

v.

Civil Action

Passive Scaling, LLC,
Defendant(s).**Notice of Motion**To: Passive Scaling, LLC

Edgewater, New Jersey, _____**TAKE NOTICE** that the undersigned will apply to the above named Court located at
583 Newark Ave Jersey City, NJ 07306,on 01/05/2024, at 9:00 a.m. for an **Order** to (describe relief requested):Plaintiff comes before the court to request a Motion to Amend Default Judgement to include The
FBA Machine, INC. as a defendant.

I will rely on the attached certification which contains the grounds for the relief sought.

Pursuant to R. 1:6-2(d), the undersigned: (check one)

☒ Waives oral argument and consents to disposition on the papers.☐ Requests oral argument if this matter is contested.☐ Requests oral argument for the following reasons:

A proposed form of Order is attached.

Revised 08/15/2022, CN 10555

page 9 of 14

Attachment Y**PX14****000861**

Form A
Court Dates

No pre-trial conference, arbitration proceeding, calendar call or trial date has been set except as follows: (If any dates have been scheduled, note them here; otherwise, state "none")

None

Discovery End Date

- ☐ Discovery in this matter is scheduled to be completed on _____.
- ☒ A discovery end date has not been assigned to this matter.

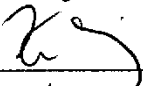
Certification Regarding Attempts to Resolve
(Required for discovery and calendar motions – check one)

- ☐ I certify that I have personally discussed this matter with the attorney for the opposing party, or the opposing party if appearing *pro se*, in order to resolve the issues raised by this motion. This effort was not successful.
- ☒ I certify that I have made a good faith effort to personally discuss this matter with the attorney for the opposing party, or with the party if appearing *pro se*, in order to resolve the issues raised by this motion. The effort I made included the following action: (specify attempts to confer):
I have made several attempts to reach out to the company and its owner Bratislav Rozenfeld including certified mail and private service company to collect debt on the previous default judgement granted by this court. Subject is avoiding civil process service and will not respond to any attempts to resolve this matter.
- ☐ I certify that I have advised the attorney for the opposing party, or the party if appearing *pro se*, by letter that if I will make this motion if she/he continues to fail to comply with my discovery request.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

12/07/2023

Date



Signature
Kenny Craig
Print Name

Form A

If this is the first paper you are filing in this case, you must sign the following certification.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-77(b)*.

12/7/23
Date


Signature
Kenny Craig
Print Name

Form B

Plaintiff or Filing Attorney Information:

Name Kenny Craig
NJ Attorney ID Number (Pro Se)
Address [REDACTED]
Lansing, MI [REDACTED]
Email Address [REDACTED]
Telephone Number [REDACTED] ext.

Superior Court of New Jersey
Law Division
Hudson ☒ County
Docket Number HUD-L-002343-23

Kenny Craig,
Plaintiff,

v.

Civil Action

Passive Scaling, LLC,
Defendant(s).

Certification in Support of Motion

I, Kenny Craig, am the (check one) ☒ plaintiff / ☐ defendant in the above-captioned matter. I make this certification in support of my motion to: (state what you want the court to do)
Plaintiff comes before the court to request a Motion to Amend Default Judgement to include The FBA Machine, INC. as a defendant.

This motion should be granted because: (State the basis for your motion and why it should be granted. Use extra paper if necessary.)

On September 15th, 2023 the Honorable Kimberly Espinales-Maloney, Judge in the Superior Court of New Jersey Law Division in Hudson County, granted the plaintiff a default judgement in the amount of \$30,000 dollars against Passive Scaling, LLC. On September 29th, 2023 the same court issued a Writ of Execution to levy the bank account of Passive Scaling, LLC.

Plaintiff paid processing fees and sent the writ to the Hudson County Sheriff's Office Civil Process Unit with the banking account information. The sheriff's department informed the plaintiff that the writ could not be executed because on October 13th, 2023 (see attached)

I certify that the above statements made by me are true and that if any of the statements are willfully false, I am subject to punishment.

12/07/2023
Date

[Signature]
Signature)
Kenny Craig
Print Name

...the bank informed them that the account was closed and no further information available. Repeated attempts to reach Mr. Bratislav Rozenfeld the owner of Passive Scaling, LLC was unsuccessful and civil process attempts were avoided. On 11/03/23 plaintiff hired a private investigator and paid ACS Investigations, LLC. \$693.06 to conduct an asset search to obtain banking information and locations for Passive Scaling, LLC. On December 1st, 2023 plaintiff received a report back from the investigation revealing that Passive Scaling, LLC no longer had any assets and appeared to no longer be in business. Plaintiff made a check with the New Jersey Dept of Treasury Division of Revenue and Enterprise Services and discovered that the owner of Passive Scaling, LLC had filed for a new business "The FBA Machine" and a new business ID number xxxxxx1950. Plaintiff then searched the internet and discovered that Mr. Rozenfeld had simply created a new company and webpage with the new company name and logo operating exactly like his previous company Passive Scaling, LLC. Mr. Rozenfeld had simply closed down one company and created a new one to avoid further lawsuits, penalties, and is avoiding civil process service to defy the court's judgment and execution of the writ issued by the court. "The FBA Machine" webpage: <https://thefbamachine.co/> was almost identical to "Passive Scaling" webpage: <https://passivescaling.com/> which has now been taken down. The new company's page is using the same tactics, videos, and language used by Mr. Rozenfeld to lure clients into the same kind of scam as listed on the old company's page. The defendant is denying the plaintiff due process by taking these deceptive actions. Plaintiff therefore, created a fake email and name and contacted The FBA Machine, INC in an attempt to gain information. After pretending to be interested in doing business, plaintiff was provided the banking information and address of Mr. Rozenfeld's new company the FBA Machine, INC. Plaintiff is therefore asking this court to grant this Motion to Amend the previous Default Judgment to include The FBA Machine, INC. which is now operating in place of Passive Scaling, INC and both owned by the same Bratislav Rozenfeld as reported by the New Jersey Department of Treasury, so that the Writ of Execution can be amended to be properly executed by local law enforcement.

Attachment Y

Form B

Certification of Service

I certify that on 12/07/2023, I sent a copy of the Notice of Motion, Certification, and proposed form of Order to the following parties by: (check which mailing method you chose. If you sent it by both regular and certified mail, return receipt requested, check both)

☒ regular mail ☐ certified mail, return receipt requested

List each party to the lawsuit; use the attorney's name and address if the party is represented by counsel.

Name Kenny Craig Name Passive Scaling, LLC c/o Bratislav R

Address [REDACTED] Address [REDACTED]
Lansing, MI Edgewater, New Jersey

Attorney for _____ Attorney for _____

Date 12/07/2023

[Signature]
Signature

Kenny Craig
Print Name

Form C

Plaintiff or Filing Attorney Information:

Name Kenny Craig
NJ Attorney ID Number (Pro Se) _____
Address [REDACTED]
Lansing, MI [REDACTED]
Email Address [REDACTED]
Telephone Number [REDACTED] ext. _____

Superior Court of New Jersey
Law Division
Hudson ☒ County
Docket Number HUD-L-002343-23

Kenny Craig,
Plaintiff,

v.

Passive Scaling, LLC,
Defendant(s).

Civil Action
Order

This matter having been brought before the Court on Motion of ☒ plaintiff / ☐ defendant for an Order (describe relief requested):

Plaintiff comes before the court to request a Motion to Amend Default Judgement to include The FBA Machine, INC. as a defendant.

and the Court having considered the matter and for good cause appearing,

On this ____ day of _____, 20__, it is **ORDERED** as follows:

☐ Opposed ☐ Unopposed

J.S.C.

Form C

Plaintiff or Filing Attorney Information:

FILED

Name Kenny Craig

NJ Attorney ID Number (Pro Se) _____

Address _____

Lansing, MI _____

Email Address _____

Telephone Number _____ ext. _____

JAN 05 2024

KIMBERLY ESPINALES-MALONEY, J.S.C.

Superior Court of New Jersey

Law Division

Hudson ☒ County

Docket Number HUD-L-002343-23

Kenny Craig,
Plaintiff,

v.

Civil Action

Passive Scaling, LLC,
Defendant(s).

Order

This matter having been brought before the Court on Motion of ☒ plaintiff / ☐ defendant for an Order (describe relief requested):

Plaintiff comes before the court to request a Motion to Amend Default Judgement to include The FBA Machine, INC. as a defendant.

and the Court having considered the matter ~~and for good cause appearing,~~

On this 5th day of January, 2024, it is **ORDERED** as follows:

This motion is DENIED without prejudice based on procedural errors. Plaintiff does not include a certification with the pleadings providing an explanation for what exactly he is seeking from the court. It is unclear to the court whether Plaintiff is seeking to amend the final judgment to include an additional defendant or whether Plaintiff is seeking to amend the final judgment to substitute The FBA Machine, Inc. as the proper defendant. Nor does Plaintiff provide the court with New Jersey Court Rules or case law permitting this amendment. Lastly, Plaintiff does not provide any explanation as to how The FBA Machine, Inc. relates to the current entry of default judgment. Accordingly, this motion is denied and Plaintiff may refile following proper procedures.

☐ Opposed ☒ Unopposed

Kimberly Espinales-Maloney
Hon. Kimberly Espinales-Maloney, J.S.C.

Form A

Plaintiff or Filing Attorney Information:

Name Kenny Craig
NJ Attorney ID Number (Pro Se)
Address [REDACTED]
[REDACTED]
Email Address [REDACTED]
Telephone Number _____ ext. _____

Superior Court of New Jersey
Law Division
Hudson ☒ County
Docket Number HUD-L-002343-23

Kenny Craig,
Plaintiff,

v.

Passive Scaling, LLC,
Defendant(s).

Civil Action

Notice of Motion

To: Passive Scaling, LLC
[REDACTED]
Edgewater, New Jersey, [REDACTED]

TAKE NOTICE that the undersigned will apply to the above named Court located at
583 Newark Ave Jersey, City, NJ 07306,
on 03/01/2024, at 9:00 a.m. for an **Order** to (describe relief requested):
Plaintiff comes before this court to request a Motion to Reconsider to Amend Default Judgement
to include The FBA Machine, INC. and Bratislav Rozenfeld as additional defendants on a
previous default judgment granted by this court.

I will rely on the attached certification which contains the grounds for the relief sought.

Pursuant to R. 1:6-2(d), the undersigned: (check one)

- ☒ Waives oral argument and consents to disposition on the papers.
☐ Requests oral argument if this matter is contested.
☐ Requests oral argument for the following reasons:

A proposed form of Order is attached.

Revised 08/15/2022, CN 10555

Attachment AA

page 9 of 14

PX14

000869

Form A
Court Dates

No pre-trial conference, arbitration proceeding, calendar call or trial date has been set except as follows: (If any dates have been scheduled, note them here; otherwise, state "none")

Discovery End Date

- ☐ Discovery in this matter is scheduled to be completed on _____.
- ☒ A discovery end date has not been assigned to this matter.

Certification Regarding Attempts to Resolve
(Required for discovery and calendar motions – check one)

- ☐ I certify that I have personally discussed this matter with the attorney for the opposing party, or the opposing party if appearing *pro se*, in order to resolve the issues raised by this motion. This effort was not successful.
- ☒ I certify that I have made a good faith effort to personally discuss this matter with the attorney for the opposing party, or with the party if appearing *pro se*, in order to resolve the issues raised by this motion. The effort I made included the following action: (specify attempts to confer):
I have made several attempts to reach the company and it's owner Bratislav Rozenfeld including certified mail and private service company to collect the debt on the default judgement granted by this court. Subject is avoiding civil process service and will not respond to any attempts to resolve this matter.
- ☐ I certify that I have advised the attorney for the opposing party, or the party if appearing *pro se*, by letter that if I will make this motion if she/he continues to fail to comply with my discovery request.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

01/30/2024
Date


Signature
Kenny Craig
Print Name

Form B

Plaintiff or Filing Attorney Information:

Name Kenny Craig
NJ Attorney ID Number (Pro Se)
Address [REDACTED]
[REDACTED]
Email Address kcraig06@yahoo.com
Telephone Number _____ ext. _____

Superior Court of New Jersey
Law Division
Hudson ☒ County
Docket Number HUD-L-002343-23

Kenny Craig,
Plaintiff,

v.

Civil Action

Passive Scaling, LLC,
Defendant(s).

Certification in Support of Motion

I, Kenny Craig, am the (check one) ☒ plaintiff / ☐ defendant in the above-captioned matter. I make this certification in support of my motion to: (state what you want the court to do)
Plaintiff comes before this court to request a Motion to Reconsider to Amend Default Judgement to include The FBA Machine, INC. and Bratislav Rozenfeld as additional defendants on a previous default judgment granted by this court.

This motion should be granted because: (State the basis for your motion and why it should be granted. Use extra paper if necessary.)

On September 15th, 2023 the Honorable Kimberly Espinales-Maloney, Judge in the Superior Court of New Jersey Law Division in Hudson County, granted the plaintiff a default Judgement in the amount of \$30,000 dollars against Passive Scaling, LLC which is owned by Mr. Bratislav Rozenfeld. On September 29th, 2023 the same court issued a writ of Execution to levy the bank account of Passive Scaling, LLC. Plaintiff paid the processing fees and sent the writ to the Hudson County Sheriff's Office Civil Process Unit with the banking account information of the defendant. The sheriff's office informed the plaintiff that the writ could not be (see attached)...

I certify that the above statements made by me are true and that if any of the statements are willfully false, I am subject to punishment.

01/30/2024
Date

[Signature]
Signature

Kenny Craig
Print Name

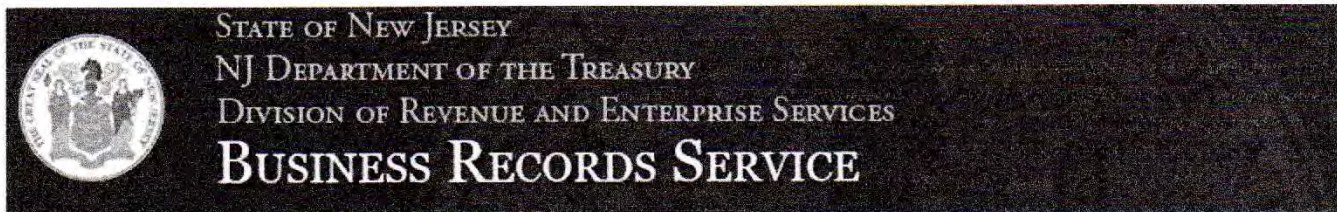
... executed because on October 13th, 2023 the bank informed them that the account was closed and no further information available. Repeated attempts to reach Mr. Bratislav Rozenfeld the owner of Passive Scaling, LLC was unsuccessful and civil process attempts were avoided. On 11/03/23 plaintiff hired a private investigator and paid ACS Investigations, LLC. \$693.06 to conduct an asset search to obtain banking information and locations for Passive Scaling, LLC. On December 1st, 2023 plaintiff received a report back from the investigation revealing that Passive Scaling, LLC no longer had any banking assets and appeared to no longer be in business. Plaintiff made a check with the New Jersey Dept of Treasury Division of Revenue and Enterprise Services and discovered that the owner of Passive Scaling, LLC, Mr. Rozenfeld, had filed for a new business "The FBA Machine" and a new business ID number (xxxxxx1950). Plaintiff then searched the internet and discovered that Mr. Rozenfeld had created a new company and webpage with the new company name and logo operating exactly like his previous company Passive Scaling, LLC. Mr. Rozenfeld has closed down one company and created a new one to avoid further lawsuits, penalties, and is avoiding civil process service to defy the court's judgment and execution of the writ issued by the court. "The FBA Machine" webpage: <https://thefbamachine.co/> identical to "Passive Scaling" webpage: <https://passivescaling.com/> which has now been taken down. The FBA Machine's page is using the same tactics, videos, and language used by Mr. Rozenfeld to lure clients into the same kind of scam as listed on his previous company Passive Scaling's page, that the court granted the plaintiff relief from in the original court filings. The defendant is denying the plaintiff due process by taking these evasive actions. After further research, plaintiff was provided the banking information and address of Mr. Rozenfeld's new company the FBA Machine, INC. Plaintiff is therefore asking this court to grant this Motion to Reconsider and amend the previous default judgment against Passive Scaling, LLC to include The FBA Machine, INC., and Mr. Bratislav Rozenfeld as additional defendants because he is now operating The FBA Machine, INC. in place of Passive Scaling, INC, which he has now closed. Both companies are owned by Mr. Bratislav Rozenfeld as reported by the New Jersey Department of Treasury. Motions for reconsideration are governed by **N.J. Ct. R. 4:49-2**, which provides that the decision to grant or deny a motion rests within the sound discretion of the court and exercised in the interest of justice. The plaintiff therefore comes before the mercy of the court to reconsider amending the original default judgment based on these facts that could not have been provided at the original hearing. The plaintiff was unaware the defendant was taking actions to prohibit any judgment or writ from ever being served and executed at the time the plaintiff was seeking relief from the court. Once the court issued the default judgement against Passive Scaling, LLC, Mr. Rozenfeld was noticed and properly served by civil process server. Instead of working out a plan with the defendant for repayment, he closed down Passive Scaling, LLC and opened The FBA Machine, INC. to avoid collection of the debt and defy the writ of execution which the court subsequently issued. According to **N.J. Ct. R. 4:49-2**, the default judgement and the writ of execution that were originally ordered by the court, can be amended to be properly executed by local law enforcement upon careful review and reconsideration by the court in the interest of justice. It is well settled pursuant to Rule 4:49-2 provides: "Except as otherwise provided by R. 1:13-1, a motion for rehearing or reconsideration seeking to alter or amend a judgement or order shall...state with specificity the basis on which it is made, including a statement of the matters or controlling decisions which

Attachment AA

counsel believes the court has overlooked or as to which it has erred...” The plaintiff therefore, prays for this court’s immediate relief from the actions taken by the defendant and causing further emotional and financial distress.

Attachment AA

- [Skip to Content](#)
- [Skip to Footer](#)



- [Login](#)
- [New User](#)
- [Help](#)
- [Retrieve Documents](#)
- [Cart](#)

1. Search
2. Results
3. Select Documents

Standing Certificates

Search Summary

Search Type: RegisteredAgent
Registered Agent Name: Bratislav Rozenfeld
City:

Short Form ?	Long Form w/Filing History ?	Long Form w/Officers ?	Business Name	Entity ID	City	Type	Original Filing Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1HR DELIVERIES INC	0450602744	EDGEWATER	DP	02/2021
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3PL LOGISTIC AUTOMATION INC	0450602732	EDGEWATER	DP	02/2021
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HOURLY RELIEF INC	0450602752	EDGEWATER	DP	02/2021
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PASSIVE SCALING INC	0450602727	EDGEWATER	DP	02/2021
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SALES.SUPPORT NEW JERSEY INC	0450602738	EDGEWATER	DP	02/2021
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	THEFBAMACHINE INC	0450851950	KEARNY	DP	08/2022

[Add To Cart →](#) [Go Back](#) [x Cancel Search](#)

Division of Revenue & Enterprise Services

Attachment AA

FILED

Prepared and filed by the Court

MAR 08 2024

Kenny Craig

KIMBERLY ESPINALES-MALONEY, J.S.C.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION–
HUDSON COUNTY**

Plaintiff (s)

DOCKET NO. L-2343-23

**CIVIL ACTION
ORDER**

vs.

Passive Scaling, LLC

Defendant (s)

This matter having been brought before the Court by Plaintiff Kenny Craig as a motion for reconsideration of this Court's January 5, 2024 Order denying leave to amend an order for default judgment to include two additional parties, and the Court having considered the matter, ~~and good cause appearing;~~

IT IS on this 8th day of March, 2024,

ORDERED that Plaintiff's motion for reconsideration is hereby **DENIED** in its entirety for the reasons set forth below;

ORDERED that a copy of this Order shall be served upon all parties who have not been electronically served through an approved Electronic Court System pursuant to Rule 1:32-2A within 7 days of receipt.

Kimberly Espinales-Maloney
HON. KIMBERLY ESPINALES-MALONEY, J.S.C

☐ Opposed
☒ Unopposed

Motion denied per Rule 4:49-2. In seeking reconsideration, the moving party must state with specificity the basis for the motion, including the controlling decisions that the court overlooked or as to which the court erred. The court must vacate the January 5, 2024, Order if it based its decision on a palpably incorrect basis or if the court did not consider evidence submitted in support of the original motion. Kornbleuth v. Westover, 241 N.J. 289, 301-02 (2020).

Plaintiff has failed to set forth a justifiable reason for this Court to reconsider the January 5 Order. In the January 5 Order, the Court denied Plaintiffs request to amend the final judgment by default order (September 15 Order) based on procedural errors and lack of clarity in the motion. Upon reconsideration, Plaintiff argues that this Court should vacate the January 5 Order and permit the amendment of the September 15 Order because Defendant Passive Scaling is no longer in business and has been deliberately dissolved by its owner to avoid the judgment. Plaintiff further argues that Passive Scaling's owner has now opened a new business and Plaintiff seeks to collect on his judgment under this new business since Passive Scaling is no longer in operation.

This motion is denied for several reasons. First, this motion is untimely under Rule 4:49-2 and was filed well outside of the twenty-day deadline. Second, Plaintiff is improperly seeking to include two additional parties into his final judgment by default order when these parties were not named in the Complaint nor received proper service. To hold otherwise would be a violation of these parties' constitutional rights and a violation of due process. If Plaintiff seeks to include these parties in this case, he must do so following the proper procedures and include them in the Complaint and allow the parties the opportunity to respond to the Complaint. For these reasons, this motion is denied.

In sum, Plaintiff's motion for reconsideration is denied because this Court did not base its earlier decision on a palpably incorrect basis or fail to consider evidence submitted in support of the original motion. Accordingly, this motion is denied.